

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<p>----- x</p> <p>FRONTIER COMMUNICATIONS OF NEW YORK, INC.</p> <p> Plaintiff,</p> <p>- against -</p> <p>INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL UNION 503</p> <p> Defendant.</p>	<p>:</p> <p>:</p> <p>:</p> <p>DECLARATION OF VINCENT F. O'HARA IN SUPPORT OF DEFENDANT IBEW LOCAL 503'S <u>MOTION TO DISMISS</u></p> <p>:</p> <p>07-CV-10327</p> <p>(Lynch, J.)</p> <p>(Eaton, M.J.)</p> <p>:</p>
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I, Vincent F. O'Hara, an attorney admitted to practice in this Court and the Courts of New York State, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the attorney of record for the Defendant International Brotherhood of Electrical Workers, AFL-CIO, Local Union 503 ("IBEW 503") in this action and a partner of the law firm of Holm & O'Hara LLP.
2. I am personally familiar with all of the facts and circumstances underlying this action.
3. This declaration is made on personal knowledge in support of Defendant IBEW 503's motion to dismiss the Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6) in this action for the purpose of placing before the Court true copies of the Plaintiffs' Complaint and the collective bargaining agreement between Frontier Communications of New York, Inc. ("FRONTIER") and IBEW 503 ("CBA"), which is referenced in Plaintiffs' Complaint and Defendant's Motion to Dismiss the Complaint pursuant to FED. R. CIV. P. 12(b)(6)

submitted herewith.

4. Attached hereto as "Exhibit A" is a true copy of the Complaint filed by FRONTIER on November 14, 2007 in the United States District Court for the Southern District of New York.

5. Attached hereto as "Exhibit B" is a true copy of the CBA between FRONTIER and IBEW 503 effective February 1, 2004 through January 31, 2007.

6. The CBA is cited in paragraph "6" of the Complaint, attached to the Complaint as "Exhibit A," and is proper for consideration by this Court on Defendant's Motion to Dismiss.

7. FRONTIER and IBEW 503 were bound by the CBA during the period February 1, 2004 through January 31, 2007.

8. IBEW 503 is the exclusive bargaining representative of all employees covered by the CBA as set forth in Article 3.1 of the CBA.

Based upon this Declaration dated January 18, 2008 with the annexed Exhibits "A" and "B," and Defendant's Motion to Dismiss, Defendant IBEW 503 respectfully requests that the Complaint be dismissed as FRONTIER failed to state a claim entitling them to either a declaratory judgment or injunctive relief.

Dated: New York, New York
January 18, 2008

Respectfully submitted,

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Attorneys for Defendants
International Brotherhood of Electrical
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By: /s/Vincent F. O'Hara

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JUDGE LYNCH

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

FRONTIER COMMUNICATIONS,
OF NEW YORK, INC.

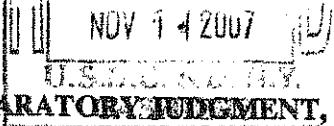
Plaintiff,

v.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO,
LOCAL UNION 503,

Defendant.

07 CV 10327
Cv Action No.



COMPLAINT FOR DECLARATORY JUDGMENT,
STAY OF ARBITRATION AND INJUNCTIVE RELIEF

Plaintiff Frontier Communications of New York, Inc. ("Frontier") brings this action pursuant to Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 ("LMRA"), and the Declaratory Judgment Act, 28 U.S.C. § 2201, and in support states as follows:

NATURE OF THE ACTION

Frontier seeks a declaratory judgment that Local Union 503 of the International Brotherhood of Electrical Workers ("Local 503") lacks standing to pursue a certain grievance relating to alleged changes to retiree medical benefits, because Local 503 has not obtained consent from the retirees whom it seeks to represent. Because Local 503 lacks standing to pursue this grievance, Frontier also seeks a stay of the arbitration that Local 503 has demanded and an injunction against such an arbitration being conducted.

JURISDICTION AND VENUE

1. The claim asserted in this Complaint is brought under Section 301 of the LMRA, 29 U.S.C. § 185.
2. Jurisdiction of this Court is based on Section 301 of the LMRA, 28 U.S.C. § 1331 and 28 U.S.C. § 2201.
3. Venue in this District is proper under 28 U.S.C. § 1331 and Section 301 of the LMRA. This is the judicial district in which Local 503's duly authorized officers or agents, at all relevant times, engaged in representing or acting for its members, and in which Local 503 maintains its principal office.

PARTIES

4. Plaintiff Frontier is a New York corporation, with its principal place of business at 145 North Main Street, Monroe, New York. Frontier conducts business in the State of New York and is an employer in an industry affecting commerce within the meaning of Section 301 of the LMRA. Frontier, a subsidiary of Citizens Communications Company, offers telephony, internet, high speed data, television and other communications services in New York.

5. Defendant Local 503 is an unincorporated association which maintains its principal office at 3 Rieger Drive, Monroe, New York. At all times relevant to this dispute, Local 503 has been a labor organization within the meaning of the LMRA, and has been recognized by Frontier as the certified bargaining representative for various classifications of employees employed by Frontier in the State of New York.

FACTS

Applicable Collective Bargaining Provisions

6. At all relevant times, Frontier has been party to a collective bargaining agreement ("CBA") with Local 503. The CBA at issue was effective from February 1, 2004 to January 31, 2007. A true and correct copy of this CBA is attached hereto as Exhibit A.
7. The recognition clause of the CBA states, "The term 'Employee' as used in this Agreement shall mean employees governed by this Agreement and for whom the Union is the recognized collective bargaining representative."
8. Under the CBA, only current employees of Frontier are represented by Local 503.
9. Under the CBA, retirees are not represented by Local 503.
10. The CBA's Grievance Procedure is located in Article 29.
11. The CBA's Grievance Procedure contemplates that it may be used to resolve disputes that arise between Local 503 and Frontier or between any current employee in the bargaining unit and Frontier.
12. Article 29 does not authorize retirees to present or pursue grievances.
13. Article 29 does not authorize Local 503 to present or pursue grievances on behalf of retirees
14. If a grievance is not settled under Article 29's grievance procedure, Article 30 (entitled "Arbitration") grants to the Union the right to submit disputes to arbitration. A dispute submitted to arbitration under Article 30 must be one that was grievable under Article 29.
15. Article 30 does not authorize retirees to submit disputes to arbitration.

16. Article 30 does not authorize Local 503 to submit disputes to arbitration on behalf of retirees.

17. Article 28 of the CBA, entitled "Pension Insurance," outlines pension eligibility and benefits, medical benefits for current employees, and company contributions to medical coverage for "any employee who retires and receives a Defined Service Pension."

Local 503's Grievance

18. In or about the spring of 2005, Local 503 initially presented its grievance alleging that Frontier had unilaterally made changes to medical benefits for retirees ("Grievance").

19. In presenting its Grievance, Local 503 cited Article 28 of the CBA as the contractual provision that Frontier had allegedly violated.

20. On or about May 11, 2005, Local 503 reiterated its Grievance at the second step of the contractual grievance process, alleging that "The Company has changed the level of retiree medical benefits which were guaranteed at retirement." A true and correct copy of Local 503's second-step grievance letter is attached hereto as Exhibit B.

21. On or about July 11, 2005, Frontier denied the Grievance at the second step because retirees do not qualify as employees covered by the CBA and because Frontier "does not recognize the Local as an agent on behalf of retirees." A true and correct copy of Frontier's second step response is attached hereto as Exhibit C.

22. On or about July 29, 2005, Local 503 filed a demand for arbitration alleging that Frontier violated Article 28 of the CBA by making a "unilateral change of retiree medical benefits." A true and correct copy of this demand for arbitration is attached hereto as Exhibit D.

23. On or about August 28, 2005, Local 503 withdrew its demand for arbitration without prejudice to allow the parties to pursue settlement discussions. The parties did not resolve the Grievance through settlement.

24. On or about October 26, 2007, Frontier received Local 503's renewed demand for arbitration of the Grievance.

25. It is Local 503's current intention to arbitrate the Grievance.

COUNT ONE
DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

26. Frontier realleges and incorporates herein by reference Paragraphs 1 through 25 of the Complaint.

27. Local 503's contractual authority to pursue grievance and arbitration of disputes with Frontier is limited to taking such action on behalf of "employees governed by [the CBA] and for whom the Union is the recognized collective bargaining representative," as stated in Article 3.2 of the CBA.

28. By presenting and demanding arbitration of the Grievance, Local 503 is effectively seeking to represent the interests of the retirees who are affected by the alleged changes to retiree medical benefits that are the subject of the Grievance.

29. Absent explicit consent from the retirees whose interests it seeks to represent, Local 503 has no standing to assert claims under the CBA on behalf of retirees.

30. Local 503 has not obtained explicit consent from the retirees whom it seeks to represent.

31. Because Local 503 has not obtained the explicit consent of the retirees whom it seeks to represent, Local 503 lacks standing to arbitrate, or otherwise to pursue, the Grievance.

32. Frontier requests that this Court enter a declaratory judgment that Local 503 lacks standing to arbitrate the Grievance, and further requests that the Court stay the arbitration of the Grievance and enjoin Local 503 from seeking to arbitrate or otherwise pursue the Greivance until such time as Local 503 can establish that it has obtained explicit consent from any and all retirees whose interests it seeks to represent.

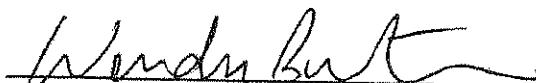
RELIEF REQUESTED

WHEREFORE, Frontier demands the following relief:

- (a) A declaration by this Court that Local 503 lacks standing to arbitrate or otherwise pursue the Grievance;
- (b) A stay of the arbitration that has been demanded by Local 503;
- (c) An injunction prohibiting Local 503 from seeking to arbitrate or otherwise pursue the Grievance until such time as Local 503 can establish that it has obtained explicit consent from any and all retirees whom it seeks to represent; and
- (d) Such other relief as the Court deems proper.

Dated: November 14, 2007

Respectfully submitted,


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AGREEMENT

Between

Frontier Communications of
New York, Inc.

A Citizens Communications Company

Insert Logo

And

Local Union No. 503
Of the
International Brotherhood of
Electrical Workers
AFL-CIO

Effective February 1, 2004 through January 31, 2007

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ARTICLE 1 AGREEMENT

This Agreement is made by and between Frontier Communications of New York, Inc., A Citizens Communications Company hereinafter, referred to as the "Company" and Local Union No. 503 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter collectively referred to as the "Union". The parties to this contract agree that it shall have force and effect as between them as herein named and described and that this contract, for any part of its term, shall be binding on the parties, their lawful successors and assigns. The parties recognize that the Company is a Public Service Corporation and agree that continuity of service by the Company is of vital importance to the areas which it serves. To promote harmonious relationships, the parties hereto desire to establish conditions and procedures under which the employees shall work for the Company during the term of this Agreement, to establish methods for the settling of disputes by peaceful means, and to provide for the rates of pay, hours of work, and other conditions of employment for such employees.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 It is agreed that the Management of the business and the direction of the working force of the Company shall be within the sole control of the Company, including but not limited to, the right to hire, promote, transfer, discipline, suspend, discharge for cause, and to lay off employees because of lack of work in compliance with terms of this Agreement. The Company shall also determine the numbers and kinds of employees required at any particular time or place, the methods and equipment to be used, and the work assignments and tours of duty. Nothing in this Article is intended nor shall be construed as authorizing violation of the Agreement or of depriving the Union or any employee of any rights granted hereunder or determined by Law.

2.2 (Clerical) The Company shall not enter into any contractual agreement which may result in the layoff or part-timing of its employees customarily performing work of the same nature as that to be provided under the contractual agreement with the exception of the consolidation or transfer of functions within affiliated companies.

2.3 (Plant) The Company shall not enter into any contractual agreement for the construction, installation and/or current maintaining of plant facilities which may result in the layoff or part-timing of its employees customarily performing work of the same nature as that to be provided under the contractual arrangement.

The Company will provide to the Union a monthly summary report reflecting work performed by contractors relating to construction, installation and/or current maintaining of plant facilities and clerical.

2.4 (Plant) When work is to be contracted out by the Company, all matters being equal, for example: Response Time, Qualification, Bid Considerations, and Availability, etc., the Company will give preference to contractors having union agreements with the International Brotherhood of Electrical Workers, or other Unions affiliated with the AFL-CIO, providing nothing herein shall require the Company to violate Federal, State, or Municipal Laws or Regulations.

2.5 (Plant) When work is contracted out in the Communication Service Technician, Installation Repair Technician, or Cable Splicer classifications, all bargaining unit workers in that classification shall be offered three (3) hours of overtime per week. If respective employees refuse to work such overtime offered, then they will not receive such additional compensation.

ARTICLE 3 UNION RECOGNITION

3.1 The parties have agreed for the sake of convenience to have a single contract covering both bargaining units but in doing so continue to recognize that each unit is separate and distinct and have been certified so and remain so. In reflecting their mutual agreement in this single document they have indicated those areas that pertain solely to Plant with (Plant) and those areas that pertain solely to Clerical with (Clerical).

(Plant) The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees in the unit certified by the National Labor Relations Board, Case No 2-RC-15344, subject to Section 2 hereof.

(Plant) The bargaining unit, as set forth in the NLRB Certification dated July 9, 1970, is described as follows: "All plant department employees and central office equipment installers, employed by the employer but excluding all employees employed in accounting, commercial, traffic and engineering departments, guards, watchpersons and supervisors as defined in the act."

(Clerical) The Company recognizes the Union as the exclusive representative for the purpose of Collective Bargaining with respect to rate of pay, wages, hours of employment, and other conditions of employment of all employees in the unit certified by the National Labor Relations Board, Case Number 2-RC-17798, subject to Section 2 hereof.

(Clerical) The Bargaining Unit, as set forth in the NLRB certification date December 8, 1977, is described as follows: "All full-time and regular part-time office clerical employees in the traffic, accounting, commercial/business office, and engineering departments, employed by the Employer at its facilities at 145 North Main Street, Monroe, New York, and 75 Orange Avenue, Walden, New York, but excluding all confidential employees, guards, and supervisors as defined in the act."

3.2 The term "Employee" as used in this Agreement shall mean employees governed by this Agreement and for whom the Union is the recognized collective bargaining representative.

3.3 The Union Negotiating Committee, established for the purpose of negotiating the labor agreement for all of the Frontier Communications of New York, Inc. units of Local Union No. 503, shall be two (2) employees from the Plant Department and two (2) employees from the Clerical Department, for a total of four (4) Frontier Communications of New York, Inc. employees. Such negotiating committee shall be paid at their normal regular straight time rate for regularly scheduled straight time hours lost from work which are spent in negotiating sessions up to the expiration date of the current agreement or any extensions thereof.

3.4 The parties recognize that in the event of a transaction involving the sale of the Company's stock, the Collective Bargaining Agreement will remain completely intact and binding on the Employer and the Union by operation of law. In the event of any other sale, transfer, or other assignment of the Company, a business, or operation, the parties' Collective Bargaining Agreement shall be binding on, without limitation, any buyer, assignee, transferee or other NLRA defined successor. The Company will not sell, transfer, or otherwise assign the Company or any business or operation of the Company without first requiring any buyer, transferee, assignee, or successor to assume the parties' Collective Bargaining Agreement and to maintain that Agreement with all of its terms and conditions. At least 30 days prior to the effective date of any sale, transfer, or assignment, the Company will notify the Union, in writing, that it has provided notice to any buyer, transferee, assignee, or successor of this clause, and that such party has agreed to the terms of this clause as a condition of sale, transfer, or assignment.

**ARTICLE 4
COMPANY, UNION, AND EMPLOYEE COOPERATION**

4.1 The Company, Union and Employee Cooperation Statement

The Company and Union agree to a work environment characterized by employee involvement and are dedicated to the proposition that every employee shall support the concept of continuous quality improvement while reducing quality costs through teamwork and the tools and processes of Leadership through Quality.

The Union and Company agree and recognize that the Industry in which the Company now competes in, is ever evolving. We will provide excellent customer service by making every customer contact a positive experience. Customer Satisfaction in all areas is the key for continued success. We collectively need to respond quickly to the new opportunities and challenges which are being presented every day. Increasing efficiencies will allow us to compete on an even field with our competition.

We recognize that our employees are a critical ingredient to achieve business values which include satisfying the Customer, while making prudent business decisions.

4.2 The Union agrees to do its utmost to see that its members perform their assigned duties in the Company loyally, efficiently, and continuously under the terms of this Agreement. The Union and its members will use their best efforts to protect the interests of the Company to protect its property, and to give service of the highest productive quality. The Union agrees that the Company has the right to require members of the Union to promptly obey orders of the Company.

4.3 Neither the Union, its agents, nor any of its members shall solicit employees for Union membership, collect dues, or engage in other Union activities on Company time unless specifically authorized in advance by an immediate supervisor on the day the employee engages in such activities.

4.4 It is agreed there will be no discrimination, interference, restraint or coercion by the Company or any of its agents against bargaining unit employees because of any lawful activities on behalf of the Union or because of membership in the Union; and the Union, its members and agents, shall not coerce employees into membership in the Union in an unlawful manner.

4.5 The Company and Union agree that there shall be no discrimination against any employees because of race, creed, sex, color, age, religion, national origin, disabled veteran, disability, or Viet Nam era veteran, or military status either active, retired, reserve, and or national guard and both parties agree that they will take affirmative action to insure the applicants are employed and employees are treated during employment without regard to race, creed, color, sex, or national origin, or because of age, disabled veteran, disability, Viet Nam

era veteran, or military status either active, retired, reserve, and or national guard.

4.6 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

4.7 Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.

4.8 The Company agrees that except in emergencies or for the purpose of instruction, the duties of a Supervisor or Foreperson shall be restricted to supervisory duties. A supervisor shall not perform work on a job normally performed by an employee in the bargaining unit, however, this provision shall not be construed to prohibit supervisors from performing training, emergencies, delivery of tools and/or equipment (limited to test equipment, small hand tools, electronic plug-in equipment and safety gear) to a bargaining unit employee when such delivery will expedite the completion of a pending service order or repair.

4.9 The Company agreed to pay the full cost of printing the contract.

ARTICLE 5 EMPLOYEES - DEFINED

5.1 Employees included in the Bargaining Unit:

- (a) A "Regular Employee" is a person whose employment is reasonably expected to be permanent at the time they are engaged, and have complied with all the Company standards for employment, and has completed a probationary period of twelve (12) months.
- (b) A "Regular Full-time Employee" is one who is engaged to work the equivalent of five (5) full-time tours in a calendar week.
- (c) (Clerical) A "Regular Part-time Employee" is one who is normally scheduled to work less than the equivalent of five (5) full-time tours in a calendar week and whose employment is expected to be permanent.
- (d) (Plant) The Company and Union agreed to modify the Plant Contract to allow for the use of part-time employees as follows: (1) Service Bureau Clerk - the maximum number of part-time employees will not exceed 20% (rounded up) of the classification at the time of filling the part-time position. (2) Garage Attendant - the maximum number of part-time employees will not exceed 20% (rounded up) of the classification at the time of filling the part-time position.

5.2 A "Probationary Employee" is a person who has been hired by the Company to fill a vacated or newly established regular position in the Company and has not yet completed twelve (12) months of continuous employment with the Company. Probationary employees have no rights or privileges under the terms of the Agreement unless specifically provided for. The retention of a probationary employee is at the sole discretion of the Company, and termination of employment such employee at any time prior to satisfactory completion of their twelve (12) months for employees probationary period shall not be subject to the arbitration procedure set forth in Article 30, but shall be subject to the grievance procedure set forth in Article 29.

A temporary employee who is hired by the Company and thereafter becomes a probationary employee will have their temporary service counted towards, the probationary period as long as their temporary time was contiguous to being hired and was in the same job for which they are being hired.

5.3 (Clerical) A "Temporary Employee" shall be defined as:

- (a) An individual who is engaged for a specific project or a limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) weeks, but no more than six (6) months by mutual agreement. The Company and the Local Union involved will discuss those cases wherein the opinion of either is the use of temporary employee(s) continues so long as to indicate that a regular job exists.
- (b) The person will be scheduled to work during a period when additional work requires augmented forces, or in the event of any emergency, or to relieve regular employees because of illness or absence, or to work during vacation periods and other periods of peak load. Temporary employees shall have no rights or privileges under the terms of this Agreement unless specifically provided for.
- (c) The Company reserves the right to hire temporary employees to replace employees who are absent due to sickness and accident disability. The temporary employee may be employed for the entire period of the regular employee's disability which can be extended by mutual agreement. The temporary employee will be hired at the current start rate for the job classification and will progress on the wage schedule in accordance with the established wage intervals on the Table in the Agreement.
- (d) The Company reserves the right to hire temporary summer employees in the bargaining unit classifications for a designated period not to exceed

May 15th - September 15th. All temporary summer employees will be employed at the current start rate for the job classification. An effort will be made to utilize students for the summer employment program.

(e) The Union will be notified in writing once a month of all temporary employees hired during the previous month. This notification will include the name of the employee, the job classification, the specific project, and the estimated period of time for the temporary employee will be hired at the current start rate for the job classification.

The definition of a "Temporary Employee" shall include only those who have actually been hired by the Company and are on the payroll as Temporary Employees as defined. This does not include those who are here and not on the payroll as Temporary Employees, for example: Contractors.

For Pension benefit service credit Temporary time will be counted retroactively and for those on our payroll as of inception of this contract (2/97). However Temporary service time in the future will be used for all benefits an employee would otherwise have earned.

5.4 (Plant) A "Temporary Employee" is one who is engaged for a specific project or a limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) weeks, but not more than six (6) months. Temporary employees shall have no rights or privileges under the terms of this Agreement. At the time of a force reduction, employees laid off consistent with Article 7 will be given consideration for employment before temporary employees are hired provided the laid-off employee has the necessary qualifications to fill the temporary job vacancy. The Company will furnish the Local Union with a list of all temporary employees in the Plant Department.

The definition of a "Temporary Employee" shall include only those who have actually been hired by the Company and are on the payroll as Temporary Employees as defined. This does not include those who are here and not on the payroll as Temporary Employees, for example: Contractors.

For Pension benefit service credit Temporary time will be counted retroactively and for those on our payroll as of inception of this contract (2/97). However, Temporary service time in the future will be used for all benefits an employee would otherwise have earned.

5.5 There is no intention of overloading the work force with temporary employees in order to decrease the number of regular employees.

5.6 Employees requesting consideration for job postings and promotions in accordance with Article 22 may not utilize job experience gained as a temporary employee to fulfill necessary qualifications for the job posted.

ARTICLE 6 HOURS OF WORK

6.1 A "Payroll Week" is the period from Sunday through the next following Saturday, both inclusive. All employees are required to enroll in direct deposit as a condition of employment enroll in direct deposit. Employees enrolled in direct deposit as of ratification will need to remain, and those who elect to enroll will then need to remain in direct deposit as well.

When under the Company's control and with every effort to be made, payday will be Friday.

6.2 A "Scheduled Day" for any employee in the bargaining unit is a day from Sunday through Saturday, inclusive on which a tour is scheduled for that employee.

6.3 A "Tour" for any employee is a period of hours beginning at a specified time and ending at a specified time. The number of hours in the tour is equal to the number of the employee's regular daily hours of work plus any unpaid meal period.

6.4 Scheduled Tours for all classifications to include the following: 7:00 a.m. thru 9:00 p.m., 4:00 p.m. to 12:00 a.m., 12:00 a.m. to 8:00 a.m.

Hours and days in a week to be consecutive. Differential will be paid for the 4 p.m. and 12 a.m. tours, respectively, and no differential will be paid for hours between 7 a.m.-9 p.m. Any tours not listed above must be mutually agreed to by the parties.

6.5 All personnel will now work on a forty hour/week schedule for each workweek employed provided he/she reports for duty in accordance with the terms and conditions of this Agreement and is in condition to work. This is not to be interpreted to mean that the Company does not have the right to lay off or release employees on account of lack of work, or any other valid reasons at the end of a workweek. This includes all regular, probationary, or temporary full-time employees and excluded part-time employees.

6.6 All employees both Plant and Clerical will have a ½ hour unpaid meal period, unless specifically noted in the Collective Bargaining Agreement elsewhere.

6.7 An "Emergency" is an event of national importance; fire, explosion, or other catastrophe, severe weather conditions, or an act of God.

6.8 A "Scheduled Tour" for any employee is a tour during which that employee is scheduled to work.

6.9 A "Regular Tour" for any employee is the one (1) particular tour designated by management to be their regular tour throughout one (1) payroll week. The starting and quitting hours of this regular tour shall be the same for the entire payroll week. The tour so designated serves as a basis for determining payments for time worked by that employee on any day of the week.

6.10 (Plant) All emergency storm restoration work outside of Frontier Communications of New York, Inc. and Sylvan Lake Telephone Company territory/jurisdiction, all hours shall be paid for work performed during this assignment outside the territory at the rates in the Frontier Communications of New York, Inc. contract or the respective company's compensation levels, whichever is greater, not to exceed two (2) times pay.

ARTICLE 7 TERMINATION PAY DUE TO LAYOFF

7.1 If it becomes necessary in the judgment of the Company to layoff regular employees they shall be laid off in inverse order of seniority.

- (a) Temporary employees will be the first to be laid off.
- (b) Part-time employees will be the next affected.
- (c) Full-time employees will be the last affected.

7.2 Should it become necessary to layoff employees due to lack of work, the following payment rule will apply.

All regular employees who have completed one (1) year or more of continuous service will receive one (1) week's pay at the base rate for each year of service up to fifteen (15) years; plus two (2) weeks pay at the base rate for each year of service of fifteen (15) or more years.

This payment would be in addition to any unused vacation and vested interests from the Company Pension Plan.

All employees who receive a termination allowance shall be eligible for additional payment of \$1,500.

7.3 In rehiring after a layoff, the Company agrees to offer re-employment to the extent to which additional help is needed to former employees in the

inverse order in which such employees were laid off (a) provided, however, that the employee is qualified to perform the available work at the time the offer of employment is made and provided the employee is available to return to work within seven (7) days and (b) provided, also that the period of layoff does not exceed one (1) year.

7.4 At the time of the force reduction employees to be laid off consistent with Article 7 will be given consideration for employment provided the employee has the necessary qualifications to fill a job vacancy in any classification.

ARTICLE 8 WAGE RATES

8.1 (a) All employees, will receive a general increase as follows:

2/01/04	2.75%
1/01/05	2.75%
1/01/06	2.75%

8.1 (b) The job classification and rates of pay which shall prevail during the terms of this Agreement are set forth and contained in the schedule of Classifications and Rates as Tables attached hereto and considered in all respects to be part of this Agreement.

8.2 The Company shall have the right to create new classifications from time to time as the Company determines to be desirable or necessary. When the Company desires to create a new classification within the Bargaining Unit, the Company will notify the Union and enter into negotiations relative to the new classification and wage rates or range of rates thirty (30) days in advance of the date established for the new classification. When the new classification rate or range of rates has been agreed upon, the agreement shall be reduced to written form, signed by the parties hereto and made a part hereof as an amendment to this Agreement. Thereafter the new classification shall be considered a part of the Tables hereof. If no agreement is reached within the thirty (30) day period, the Company reserves the right to set wage rates and establish temporary working conditions subject to the grievance and arbitration procedure.

Pending a completion of negotiations with respect to such wage rate or range of rates, the Company shall set a temporary rate and establish temporary working conditions.

When the Company and the Union reach agreement on the new wage rate or range of rates for the new classification, it shall be retroactive to the date when the classification was first temporarily established unless another date shall have been agreed upon.

8.3 Employees who are considered customer contact personnel in the various groups will be paid the weekly rate, in addition will be eligible for incentive compensation.

The payable incentive will be based on expected successful sales opportunities made, which will be established by the Company. This part of the employee's compensation will be based on incentives earned which will be a percentage of additional sales made. The goals and incentive percentages would be determined by the Company and will be forwarded to the Union for review.

This section would cover: Plant and Clerical employees that the Company considers as customer contact personnel. This program will be effective on 1/1/94. This program is at the sole discretion of the Company and copies of the program will be forwarded to the Union for review prior to implementation. Classifications which are considered customer contact personnel are: Senior Service/Sales Associates, Service and Sales Associates, Small Business Account Manager, Communications Service Technician, Installation/Repair Technician and Service Bureau personnel.

All other employees will have access to a sales incentive program effective 1/1/95. This program is at the sole discretion of the Company and copies of the program will be forwarded to the Union for review prior to implementation.

The Company will continue the practice of providing incentives, on an as needed basis to strategically capture additional revenue opportunities, depending on market conditions and competition.

Nothing in the Article/Section is intended nor shall be construed as authorizing violation of this Agreement or of depriving the Union or any employee of any rights granted hereunder by Law.

8.4 The Company may conduct telemarketing efforts to promote various products and or services at various times.

Employees who are considered customer contact personnel in the classifications will be offered and exhausted first to the Senior Service and Sales Associates, as well as the Service and Sales Associates. Other classifications may be utilized to supplement the above classifications on an as needed basis.

The hours for telemarketing efforts outside of any tour which ends after 5:30 p.m. on any weekday and all telemarketing efforts on weekends, shall receive a commission for sales made. During such telemarketing efforts, meal payments are not applicable.

Any hours worked during telemarketing campaigns will not be subject to the formal distribution of overtime parameters (Article 10).

This program would be effective 1/1/94 and is at the sole discretion of the Company and copies of the program will be forwarded to the Union for review prior to implementation.

Nothing in this Article/Section is intended nor shall be construed as authorizing violations of this Agreement or depriving the Union or any employee of any rights granted hereunder or determined by Law.

8.5 (Plant) Effective September 13, 1984 Cable Splicers may perform repair functions up to and including the protector in addition to their normal job duties. Communications Service Technicians and Installer/Repair Technicians may perform the job duties associated with the repair functions of the Cable Splicer classification in addition to their normal job duties.

Effective 9/13/90 Cable Splicers when performing repair functions may test a customer's line to insure dial tone may be broken. In addition, Cable Splicers may be assigned installation duties, i.e., running a drop wire and installing a protector, after reclaiming pairs associated with an order that has been delayed for lack of facilities for a C.O.A.M. customer.

8.6 Call Center Wage Program - Pay for Performance Program (Business & Residential) Tier III:

- 8.6.1 In the Tier I (C3) wage scale* the Company agrees to maintain 15 employees on this scale. In order to achieve this goal, effective February 1, 2004, 6 of the most senior employees on Tier II (C3B) will be placed on Tier I (C3) on the step, which is the next highest dollar amount above the employee's current wage on Tier II (C3B). Thereafter, if an employee leaves Tier I (C3), the next senior Tier II (C3B) employee will be placed on Tier I (C3) in the same manner in order to meet the minimum 15 Tier I (C3) allocation. This process will continue until such time as the Tier II (C3B) wage scale is no longer populated.
- 8.6.2 Tier II and Tier I employees will be eligible to receive the annual GWI on the same basis as all other bargaining unit employees.
- 8.6.3 All new hires and internal transfers to the Call Center will be placed on Tier III.
- 8.6.4 Tier III employees in the Business and Residential Call Center will be eligible for merit increases in accordance with the Pay for Performance Compensation Program contained herein. Sales and Service Consultants will be hired in accordance with the following pay schedule, based on their skill level and market requirements:

- C3C (Tier III) Residential & Business Tier III: \$11.50 /hr. entry level
 - a. The Company reserves the right to increase the entry level hiring range as market needs require. Notice will be provided to the Union at such time as market increase in this area becomes needed. A Tier III employee, after demonstrating that he/she has successfully completed his/her probationary period of 12 months, will be eligible to receive a \$1.00 per hour wage increase. Successful completion of the probationary period must be at the threshold level.
 - b. The Tier III Residential and Business base rate will be capped at \$15.26 for the length of the contract.
 - c. If at such time as a Tier III employee meets the cap for their area, the Pay for Performance merit increase will be provided to the employee in a lump sum annually. The lump sum will be paid as a separate check and will be 401k eligible.

8.6.5 Pay for Performance Compensation Program: The Pay for Performance Compensation Program will apply to all Business and Residential Tier III Sales & Service Consultants working in the Call Center. The Pay for Performance increases will be paid to eligible Tier III Consultants as of February 1 annually. The Pay for Performance wage increases will be paid on the following schedule based on the employee's annual performance evaluation rating:

<u>Performance Rating</u>	<u>Merit % Increase Level</u>
2.0	2.0 Threshold
2.5	3.5 Standard
3.3	5.5 Premier

- a. If an employee is hired prior to October 1 of each year, the employee will receive a merit increase providing the employee's overall performance is at least 2.0 or higher.
- b. Any performance rating below threshold will not receive a merit increase until such time as the employee has successfully completed the corrective action needed to achieve threshold performance. At that time and going forward, the employee will receive a merit based on the level achieved.

- c. All Consultants will be accountable for the same standards of performance whether Tier I, Tier II or Tier III.
- d. In the event the Call Center is not offered an adequate number of calls to meet the calls per hour threshold, the target will be reduced to the actual calls offered rounded down to the next whole number. For example, if the virtual Call Center is offered 5.5 calls per hour, the threshold goal would be at 5 calls per hour.
- e. The Company maintains its right to establish reasonable expectations, monitor for performance and appropriately address non-performance. Any Sales and Service Consultant performing below the minimum performance Indicators (below the threshold level) will be provided additional sales and service coaching in an effort to increase their individual sales and service performance. If the coaching is not successful, the employee will be placed on a performance improvement plan.
- f. Attendance and tardiness will be in conformance with the Company Attendance Policy.
- g. The Company will keep the Union informed prior to any changes in the annual performance measurements used in the Pay for Performance plan standards. The Company will make every effort to provide 30 days notice to the Union of any changes.

ARTICLE 9 WORK SCHEDULES

9.1 (Plant)

- (a) A work schedule showing the days, scheduled tours, and regular tour assigned shall be established for each employee for each payroll week and becomes fixed at 12:00 noon, Thursday, or four (4) hours before the end of their fourth (4th) scheduled tour, whichever is earlier, of the payroll week immediately preceding. Work schedules may be changed by the Company with twenty-four (24) hours notice. In the event twenty-four (24) hours notice is not given, the employees shall receive time and one-half (1 ½) for all hours which fall outside of the employee's regular tour assigned. If a scheduled tour is changed for three (3) consecutive days, the entire week's schedule or the remainder of the week's schedule whichever is greater must be

changed. Tours may not be changed if the change results in back-to-back tours of duty. Night differential as provided for in Section 1 (e) of this Article, will apply to tour changes. If an employee's tour is changed and subsequent to the change, the Company determines the assignment is no longer required, the employee may volunteer to return to his/her original scheduled tour and one and one-half (1 ½) will not be paid for hours which fall out of schedule.

(b) (Plant) Assignment only: The least senior employee will be assigned the late tour. Rotation will not be used.

(c) Unless a change is made prior to the time specified by this Article, the work schedule established for an employee for a payroll week shall be the same as his/her work schedule for the immediately preceding payroll week.

(d) Employees shall be scheduled in each payroll week to work five (5) tours of eight (8) hours each. These tours may be on any days of the week Sunday to Saturday, both inclusive.

A Sunday tour of duty shall be paid for at the rate of two (2x) times the hourly rate. Regular tour assignments established for coverage purposes - Sunday thru Thursday, Monday thru Friday, Tuesday thru Saturday, will be rotated among the employees assigned to the job classification who are qualified to perform the work. Employees may exchange regular tour assignments provided the replacement is qualified. The replacement will be furnished by the employee and the final determination of the replacement's qualifications will be made by the Company.

(e) Any employee may be assigned to work overtime at any time.

(f) Differential (15% of basic hourly rate) will be paid for the 4 p.m. and 12 a.m. tours, respectively, and no differential will be paid for hours between 7 a.m. - 9 p.m.

(g) With the elimination of the Equipment Installer title, CO Technicians/Advanced CO Technicians will be allowed to install central office equipment consistent with the procedure now in use and agreed upon by the Company and the Union.

The Company in an effort to remain competitive in our territory, and that we must respond to competition by meeting and exceeding our customers' requirements. In response to this challenge we propose the combining of the Test functions with the duties of the Central Office at certain times.

The Group will be established as of 9/13/93 including the following work groups:

CO Switch Technician
Desk Person
CO Maintenance Technician

Employees who come into the group after 9/13/93, must attain a minimum prerequisite ability in performing the respective job functions.

The Test function will remain part of the Desk Person classification and job function, during hours when the Desk Person classification is staffed. The Test function during hours when the Desk Person classification is not staffed, will become a Central Office function and a Central Office Technician will be responsible for this work.

If the Desk Person is working then the Test function will be done by the Desk Person during normal business hours and during the day tour on the weekend. The Switch Technician will do the work at other times.

(h) An employee who is assigned to work on a day or days on which he/she is not scheduled to work will receive a minimum of four (4) hours pay at the basic straight time rate.

9.2 (Clerical)

(a) Each employee shall be scheduled in each payroll week to work for five (5) tours of eight (8) hours each. These tours may be on any day of the week from Monday to Saturday, both inclusive.

(b) When the Company requires the employee to change their schedule with-in the normal workday, and such rescheduling exceeds one and one-half (1 ½) hours of the normal schedule, such hours of work shall be paid for at the rate of one and one-half (1 ½) times the hourly rate.

(c) Differential (15% of basic hourly rate) will be paid for the 4 p.m. and 12 a.m. tours, respectively, and no differential will be paid for hours between 7 a.m. - 9 p.m.

(d) When an employee is required to travel at the request of the Company on a non-scheduled day to attend training schools, he/she shall be paid an allowance equal to his/her straight time for travel hours. If an employee

uses his/her personal car for travel at the request of the Company, he/she will be reimbursed at the applicable rate outlined in Section 4 (b) of this Article per mile plus road tolls and parking. Receipts for road tolls and parking will be required before reimbursement can be made for those expenses.

(e) A work schedule showing the days, scheduled tours, and regular tour assigned shall be established for each employee for each payroll week and becomes fixed at 12:00 noon, Thursday, or four (4) hours before the end of the fourth (4th) scheduled tour, whichever is earlier, of the payroll week immediately preceding.

(f) Unless a change is made prior to the time specified by Section 2, Paragraph E of this Article, the work schedule established for an employee for a payroll week shall be the same as his/her work schedule for the immediately preceding week.

9.3 An employee may be assigned to work on a day or days on which he/she is not scheduled to work. All time worked within a day or part of a day during which he/she was not scheduled and within his/her regular tour of duty shall be paid for at the rate of one and one-half (1 ½) times the hourly rate.

9.4 (a). When an employee is required to travel to a work location other than his/her normal reporting headquarters while on a working assignment, it shall be treated as working time. The employee may elect to use their own personal car and they shall be reimbursed for car mileage at the applicable rate per mile (as outlined in section 4 (b)). In the event an employee chooses not to use their personal car, the Company shall provide transportation to and from such work location.

9.4 (b). It is the Company's intent that if during the term of this Agreement, the Internal Revenue Service increases the business mileage allowance, the Company will increase the mileage stated, to the new limit, which shall be the IRS level. Reimbursement for use of a personal vehicle while traveling at the request of the Company as outlined in this Article.

9.5 (Plant)

(a) When an employee has worked sixteen (16) consecutive hours, they shall be entitled to an eight (8) hour rest period before the employee returns to work. If this rest period extends into the employees regularly scheduled day within their basic work week, the employee shall lose no time thereby. Meal periods are to be included within the sixteen (16) consecutive hour period.

The Company will remain in compliance with Department of Transportation Regulations which may supersede language above in this paragraph specifically with respect to those classifications where Commercial Drivers Licenses may be required.

(b) When an employee is called out or assigned to work between the eighth and third hour preceding a regular scheduled day, they shall be entitled to an hours rest for each hour worked between the eighth hour and the start of the shift without loss in pay.

This section will also apply if an employee is called out to work before their eighth hour and work time continues into the period after the eighth hour. The least amount of time worked after midnight to make this section applicable to one-half (1/2) hour.

This section covers call-outs to work and does not include those times when the sixteen (16) hour rule might be in effect as covered by Article 9, Section 5a.

9.6 (Plant) When an employee is required to travel at the request of the Company to attend training schools, the employee shall be paid as follows:

1. If he/she uses a Company vehicle, he will be paid at the straight time hourly rate for all travel hours. Travel hours in excess of forty hours in a workweek will be paid at the rate of time and one-half.
2. If he/she uses his/her personal vehicle at the request of the Company, he/she will be paid at the straight time hourly rate for all travel hours. Travel hours in excess of forty (40) hours in a workweek will be paid at the rate of time and one-half. The employee will also be reimbursed for car mileage at the applicable rate.
3. If he/she uses public transportation, he/she will be paid the straight time hourly rate for all travel hours during the regular work schedule. Travel hours in excess of the forty (40) hour regular workweek will be paid at the rate of time and one-half. However, travel time outside of the regular work schedule does not count as time worked toward the forty (40) hours and will be paid at the straight time hourly rate.

9.7 (Plant) TRAINING SCHOOL ALLOWANCE

1. Up to \$65.00 per day for meals and incidental expenses, with receipts. (Not to include road tolls and parking).
2. Mileage reimbursement will be paid at current rates in effect.
3. Transportation to and from the hotel to school, if not provided.

4. Receipts for road tolls and parking.
5. Laundry costs to be included in hotel bill.
6. Travel pay will be consistent with contract language in effect.
7. The Company will determine the most practical method of transportation to and from school.
8. Transportation will be provided for one (1) weekend trip home, when the school is three (3) weeks in length. When the school is five (5) weeks or greater, weekend trips will be allowed every other weekend.
9. As may be required, employees will be provided with Company Procurement Cards for business related travel. Out of pocket expenses for incidentals shall be submitted for reimbursement using personal expense forms. In addition, employees shall be provided with a Citizens Communications telephone credit card.
10. For travel, the Company procurement card is the first choice in the payment of expenses. However, if the situation warrants the use of petty cash, the employee is to make arrangements with his/her supervisor.

9.8

(a) All employees will have a normal reporting headquarters. From that headquarters the Company, on Company time, will transport the employee(s) from their normal headquarters to any work location.

The following locations shall be defined as reporting headquarters for all classifications.

Monroe	Maybrook	Walden	Montgomery
Highland Mills	Washingtonville	Goshen	
Chester	Pine Bush	Wallkill	

(b) When an employee is temporarily assigned, by seniority to report to a temporary headquarters, within the Company, transportation will be furnished from his/her normal reporting headquarters or the employee shall receive their excess in travel time and mileage computed on a round-trip basis above that involved in reporting to his/her regular headquarters.

However, the Company may require the employee to perform his/her excess in travel time during the normal eight (8) hour workday.

(c) Employees may be transferred from a reporting headquarters to another reporting headquarters pursuant to the following procedures:

1. The Company will announce that a vacancy exists at a certain headquarters for a specified classification and poll by seniority for volunteers from a specified headquarters. Polling will cover for a five (5) workday period and qualified employees away from work due to vacation or incidental absence will be notified of the vacancy. The senior person from the specific headquarters volunteering for the transfer will be granted the transfer. If no one volunteers from the specific headquarters the last senior person by the specific headquarters will be transferred.
2. Employees of the same classification desiring to exchange headquarters with another employee may do so with the Company's approval. The Chairperson from Local 503 will be notified.
3. Temporary assignment(s) to a reporting headquarters will be made in accordance with seniority from a specific headquarters and section (b) of this Article.

(d) An employee may be transferred by seniority on a temporary basis outside of the Company territory pursuant to the following procedures:

1. The Company will offer these transfer assignments in order of seniority, insofar as service requirements will permit, to the employees in the job classification who are qualified to perform the work. If no employee volunteers for the assignment, the junior qualified employee will be transferred.
2. When soliciting for a volunteer, the Company will notify the employees as to the expected duration of the assignment. Transfers will vary in length depending upon work requirements. However, transfers that are in excess of a seventy-five (75) mile radius will be on a voluntary basis and will not be for longer than three (3) months with the exception of training schools.
3. On transfers outside of the territory, within a 50 or 75 mile radius, the employee will begin and end his/her regular tour at the assigned location. No travel time will be paid for traveling to or from location. The employee will be paid \$30.00 per day for a 50 mile radius transfer and \$45.00 per day for a 75 mile radius transfer. Employees may or may not be provided with a Company vehicle to use on the transfer and employees may or may not be permitted to take the vehicle home if one is provided.

4. On transfers in excess of 75 miles board and lodging will be provided by the Company in accordance with the letter of intent regarding training school allowance (*Reference in this Article Section 7 for Plant or Section 2 for Clerical*).
5. The Union will be notified in advance of transfers occurring outside of the territory. The Company will not use transfers as a device to either discipline or reward employees.
6. The Company and the Union may mutually agree to waive any of the aforementioned conditions for some transfers.
7. (Clerical) Employees classified as Office Clerks - Accounting may be transferred outside of the territory within a 75 mile radius. These transfers will be on a voluntary basis by seniority, except that if no employee volunteers the junior qualified employee(s) will be transferred. These transfers will be for three (3) months or less and the employee(s) will receive the appropriate allowances enumerated above. In determining which employee(s) is to be transferred, the following procedure will be utilized: Employees assigned to the Cash Processing Group will first be canvassed. If there are no volunteers, the Company will then solicit the Revenue Accounting area. If there are still no volunteers, an employee(s) from the Cash Processing Group will be transferred involuntarily by seniority.

e) New employees who are within the probationary period may be transferred between reporting headquarters on a temporary basis to ensure training needs are met. There is no intent to evade the terms and conditions of the multiple reporting location language in this Article for non-training purposes for probationary or other personnel.

9.9 (a). The Company may implement a weekly Standby Tour starting on Wednesday at 8:00 a.m. and ending the following Wednesday at 8:00 a.m. The weekly standby premium will be the equivalent of the respective employee's rate of pay for a thirteen (13) hour period. The weekend (Friday @ 5 p.m. to Monday @ 8 a.m.) standby premium will be the equivalent of the respective employee's rate of pay for a six (6) hour period. This change is effective upon ratification and replaces all other standby options. There is no daily or holiday standby in the future unless mutually agreed to by the parties.

"Standby Employees"

Employees who are on Standby are those employees who are required to carry a beeper and be ready to respond to work requests within a half hour.

Standby assignment(s) shall be posted thirty (30) working days in advance to be a valid assignment.

Vacancies on standby shall be replaced by polling the low work overtime list (vacancies - Sick, Disabilities, etc.) however in the event that there are no volunteers the low overtime person(s) will be forced to cover.

9.9 (b). Replacement Stand-by shall be used for the exclusive purpose of replacement of the stand-by employees outlined above, when said personnel are exhausted:

1. The Replacement stand-by personnel shall be scheduled at the same time as weekly stand-by are scheduled.
2. The Holiday replacement coverage shall commence at 5 p.m. on the eve of the Holiday and continue until 8 a.m. the day following the Holiday.
3. Stand-by premium will be the equivalent of the respective rate of pay (straight time) for a four (4) hour period, assuming this coverage spans only one (1) holiday. Should this established coverage span more than one (1) holiday, then four (4) hours (straight time) pay shall be received for each holiday involved.
4. This coverage shall be used on a Holiday (Monday through Friday) only. Also replacement stand-by may be used when mutually agreed between the Company and the Union.

9.10 (Clerical) The Company reserves the right to offer, on a voluntary basis, employees excused time off, without pay, to the extent that service requirements permit. When doing so, the Company will go by low overtime from the Call Center as a whole.

ARTICLE 10 DISTRIBUTION OF OVERTIME

10.1 The purpose of this Article is to set forth the procedures for the handling of overtime distribution. Nothing in this Article or this Agreement shall be

construed as limiting the Company to require an employee to work overtime or outside of regular scheduled hours.

10.2 The Company will make every reasonable effort to equalize, as nearly as possible, overtime opportunities for employees within a job classification that are qualified to perform the work. Under the following conditions an employee will have assigned to them, when they are qualified to work overtime, the number of hours equal to the average of the hours charged to the qualified employees in the job classification:

1. New Hire
2. Promotions
3. Transfers
4. Absence for one (1) Month

10.3 All overtime shall be charged in terms of paid hours including any travel time which is paid for on an overtime basis. When an employee is excused from overtime work, they shall be charged with the same number of hours as the employee who worked as their replacement.

10.4 The Company will publish a list, monthly, containing the names and the amount of overtime hours paid to each employee in the bargaining unit. This list shall be posted by the 15th of the month.

10.5 (Clerical) In the event of the employee's request not to work overtime, the Company, based on the equalization standings, will seek a qualified replacement.

Should a replacement not be found and provided, and the work cannot be rescheduled to a subsequent date, it shall be the responsibility of the employee to either work the overtime or find a replacement within the job classification.

10.6 (Plant) Employees may give away scheduled overtime offered to a qualified replacement. The replacement will be furnished by the employee and the final determination of the replacement's qualifications will be made by the Company.

10.7 (Plant) It is the policy of the Company to adjust the size of its work forces and schedule said forces in such manner as to keep the necessity for overtime to a minimum.

ARTICLE 11 OVERTIME COMPENSATION

11.1 Overtime work is defined as time worked outside an employee's established working schedule, or time worked beyond forty (40) straight time hours in any one (1) workweek, or time worked beyond eight (8) consecutive straight time hours in any one (1) workday.

11.2 Payment for overtime shall not begin for a part-time employee until the employee has worked at the request of the Company in excess of eight (8) hours in a day, or forty (40) hours in a week.

11.3 All employees subject to this Agreement shall be paid overtime pay at the established overtime rate of "time and one-half" (1 ½) (except Sunday) for all overtime work except as otherwise expressly provided for in this Agreement. Sunday overtime will be paid at the rate of twice (2) the basic rate of pay.

Overtime will be paid for all overtime work and will be computed based on actual time worked.

(a) All employees who work more than twelve (12) hours outside of their scheduled work week (40 hours), shall be paid at twice their basic hourly rate for all hours worked in excess of twelve (12) hours.

11.4 The provisions of this Article shall apply only to "overtime employees." "Overtime Employees" are those who would be considered as subject employees according to the definition of the Fair Labor Standards Act.

11.5 The Company gives its assurance that when it becomes necessary to invoke mandatory overtime to meet its service requirements, employees may request to be excused from the mandatory overtime assignment for valid personal reasons. To the extent that service requirements will permit, the Company may accommodate the request. The Company will seek volunteers to work required overtime and in the event that none are found the Company will force by law overtime hours worked. Employees will not be forced to work on pre-scheduled vacations, floating, or fixed holidays, except in the event of emergencies as defined.

Overtime will be offered to employees who had the least amount of total overtime charged (either worked or refused). When overtime becomes mandatory the person with the least amount of overtime worked will be forced to work. It is expected that if an employee is at a job site that requires a certain amount of overtime, then that employee will remain at the site to complete the job within reason.

ARTICLE 12 HOLIDAYS

12.1 It shall be the policy of the Company to permit as many employees as practicable to be off duty on the Holidays observed by the Company. The number and choice of employees required to work on the Holiday shall be determined by the Company.

12.2 The seven (7) standard fixed holidays in the Paid Time Off (PTO) program are: New Year's Day (January 1st), Memorial Day (the last Monday in May), Independence Day (July 4th), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), the day after Thanksgiving (effective 2004) Christmas Day (December 25th).

An employee would have the option of taking six (6) floating days at anytime subject to the needs of the business and to be scheduled in advance and to be selected in the same manner as vacation is done.

The Floating days will be earned on a prorated basis at the rate of ½ day per month. For example an employee hired on April 1st of a calendar year will be eligible for 4.5 floating holidays. An employee who leaves employment of the Company on September 1st and had been employed since that prior January 1st will have earned 4 floating holidays.

12.3 If a Holiday occurs on a Sunday, the following Monday shall be designated as Holiday. The Sunday on which the Holiday falls shall be treated and paid for as any other Sunday.

12.4 In the event any of these days falls on Saturday, the Holiday shall be observed as follows:

(a) The Saturday shall be considered the Holiday for employees who are scheduled to work on the Saturday. The preceding Friday shall be treated and paid for the same as any other Friday.

(b) For employees who are not scheduled to work on the Saturday, the preceding Friday shall be considered the Holiday. The Saturday shall be treated and paid for the same as any other Saturday.

12.5 (Clerical) All regular full-time and probationary full-time employees, whether or not they work on the Holiday, shall receive pay for eight (8) hours at their regular straight time base rate for each of the thirteen (13) recognized Holidays provided such employees do not have an unexcused absence on the scheduled workday immediately preceding or immediately following the Holidays. Those required to work on any of these Holidays will receive the aforementioned Holiday pay and, in addition, will receive time and one-half (1 ½) their regular straight time rate for all hours worked.

All overtime hours worked in excess of an employee's scheduled tour of eight (8) hours on a designated Holiday will be paid at two (2) times the regular straight time rate.

Employees may give away any scheduled Holiday to a qualified replacement. The replacement will be furnished by the employee and the final determination of the replacement's qualifications will be made by the Company.

12.6 (Clerical) All other employees shall receive pay for a Holiday not worked based on the following: The employee must have worked a minimum of three (3) days in the week the Holiday is scheduled. The number of hours the employee has worked is added up and divided by the number of days they have worked. The employee is paid for the average hours worked during that period, provided such employees do not have an unexcused absence on the scheduled workday immediately preceding or immediately following the Holiday. Those required to work on any of these Holidays will receive the Holiday allowance and in addition, will receive time and one-half (1 ½) their regular straight time rate for all hours worked.

12.7 (Clerical) Holiday pay treatment for time worked as set forth in Section 5 and 6 of this Article will only apply to those hours which actually fall within the hour of the designated Holiday.

12.8 (Plant) All regular and probationary employees whether or not they work on the Holiday shall receive pay for eight (8) hours at their regular straight time base rate for each of the twelve (12) recognized Holidays provided such employees do not have an unexcused absence on the scheduled workday immediately preceding or immediately following the Holiday. Those required to work on any of these Holidays will receive the aforementioned Holiday pay and, in addition, will receive time and one-half (1 ½) their regular straight time rate for hours worked. Employees who are required to work on Thanksgiving Day, Christmas Day, or New Year's Day will be scheduled on a rotational basis among the employees assigned to the job classification who are qualified to perform the work.

All overtime hours worked in excess of an employee's scheduled tour of eight (8) hours on a designated Holiday will be paid at two (2) times the regular straight time rate.

Employees may give away any scheduled Holiday to a qualified replacement. The replacement will be furnished by the employee and the final determination of the replacement's qualifications will be made by the Company.

12.9 Assignment of standby for Thanksgiving Day, Christmas Day and New Year's Day will continue.

ARTICLE 13 VACATIONS

13.1 Regular employees shall be entitled to vacation time off with straight time pay in accordance with the provisions set forth in this Article.

(Clerical) The scheduling of vacations shall be based upon the Company's ability to render prompt and efficient service to its subscribers. Consistent with this basic principle and to the extent practicable, seniority will govern in determining vacation schedules. Vacations are to be chosen within each department where job classifications are one and the same.

(Plant) The scheduling of vacations shall be based upon the Company's ability to continue to render prompt and efficient service to its subscribers. Consistent with this basic principle and to the extent practicable, seniority will govern in determining vacation schedules.

13.2 An employee whose net credited service date is on or after July 1 of the current calendar year no vacation.

13.3 Regular employees whose net credited service date is on or after October 1 of the preceding calendar year and before April 1 of the current calendar year - one (1) week after six (6) months service.

Examples of the handling of Section 13.3 are as follows:

(a) A regular employee hired on or before October 1 of the preceding calendar year will be entitled to two (2) weeks vacation during the current calendar year after the completion of six (6) months of service. These two (2) weeks may be scheduled together or separately.

(b) An employee hired after October 1 of the preceding calendar year will be entitled to one (1) week vacation after the completion of his/her first six (6) months of service and his/her second week after completion of his/her twelfth month of service. These weeks may be scheduled together only if there is enough time left in the vacation year, which ends December 31st to permit this.

13.4 Regular employees who have been in the continuous employ of the Company for one (1) year, but less than five (5) years shall receive two (2) weeks vacation.

13.5 Regular employees who have been in the continuous employee of the Company for seven (7) years but less than fifteen (15) years shall be entitled to three (3) weeks vacation. Effective January 1, 2002, employees who have

been in the continuous employ of the Company for five (5) years but less than fifteen (15) years shall be entitled to three (3) weeks vacation.

13.6 Regular employees who have been in the continuous employee of the Company for fifteen (15) years but less than twenty-five (25) years shall be entitled to four (4) weeks vacation.

13.7 Regular employees who have been in the continuous employee of the Company for twenty-five (25) years or more shall be entitled to five (5) weeks vacation.

13.8 (Clerical) Employees eligible for five (5) weeks must take one (1) week during the months of January thru April or November or December.

13.9 (Plant) Whenever possible, vacations under Sections 4, 5 and 6 above will be scheduled as consecutive weeks off. However, the Company reserves the right to schedule vacations as two (2), three (3), or four (4) non-consecutive weeks. Employee eligible for five (5) weeks must take one (1) week during the months of January through April or November or December.

13.10 Vacations shall cover full calendar weeks and shall not extend beyond December 31 except in those cases where the last week of the calendar year is scheduled as vacation and such workweek overlaps into the following year. An employee who is reassigned to another classification and/or work group will be allowed to bring their scheduled vacation to the new classification.

If requested, with ten (10) days advance notice to the Company, employees shall be given in advance the pay due for their vacation. Further, if requested, an employee shall be given, or shall be mailed to them on the regular pay day, their check for the last week of work prior to their vacation.

In the event that sickness, disability, or compensable accident occurs prior to or during the scheduled vacation of an employee, the following rule will govern..

Upon notification and presentation to the Company of a doctor's certificate indicating the nature of the disability, the vacation time will be rescheduled at the request of the employee whenever practicable within the calendar year. If it cannot be rescheduled within the calendar year, the employee will receive pay in lieu of the vacation.

Then the Company finds it necessary to cancel all or part of an employee's vacation such as in the event of an emergency as defined in the Agreement, that part of the vacation canceled shall be rescheduled. If it cannot be completed during the calendar year in which the vacation was originally scheduled, the employee at their option may receive vacation pay in lieu of time

off, or the unused vacation shall be rescheduled and must be completed no later than the week ending April 1st of the following calendar year.

13.11 Any employee who has been terminated for any reason and who at the time of termination has not received the full vacation to which they are entitled pursuant to the foregoing rules shall receive pay in lieu thereof for the portion of vacation not taken prior to such termination of employment.

13.12 Vacation pay shall be computed on forty (40) hours per calendar week for which the employee shall be paid their regular straight time base rate of pay. Weekly night differential and temporary promotional increases, if applicable, shall be included in the weekly vacation payments only when an employee has been receiving them for two (2) or more weeks immediately preceding their vacation assignment.

13.13 If a Holiday falls within an employee's vacation period, such employee shall, at their election and in accordance with the work requirements, be entitled to either an additional day of vacation or eight (8) hours pay at their regular straight time base rate in lieu of the additional day of vacation.

Selection of the day in lieu of the Holiday will be after all full and split vacation weeks have been selected.

13.14 Vacations may be scheduled at any time during a year if arrangements can be worked out provided, however, that such arrangements cannot operate to circumvent the provisions of Section 15 below.

13.15 Vacations schedules will be posted no later than January 15th of each year and before April of each year employees will be given an opportunity to designate their choice of vacation periods. The Company shall prepare the annual vacation schedule and any necessary revisions thereafter on the basis of such designated employee choice effecting, wherever reasonable and practical, the selections of the employees within each classification in order of their seniority.

13.16 If any employee is required to be absent on Military Leave after the vacation schedule is posted, their vacation shall be rescheduled, if necessary in accordance with the provisions of Article 14, Military Leave; and, as a result, it may become necessary to reschedule other vacations to provide coverage during the period the employee(s) are absent on Military leave.

13.17 (Clerical) Regular part-time employees will be granted vacation in accordance with the provisions of this Article. The weekly vacation pay will be determined by adding the number of hours worked for the past twelve (12) months and dividing by 52, times the employee's basic hourly rate.

13.18 Employees qualifying for two (2) or more weeks vacation will be allowed to split up to one (1) week of their vacation in two (2) and three (3) day units of consecutive days. The selection of this split vacation will be completed after all full weeks of vacation have been selected. Split vacations can only be selected from the available weeks after full weeks are selected including summer weeks. Employees with three (3) years of service or more may split into single days up to one (1) week.

13.19 When all employees have been given the opportunity of selecting their first two (2) weeks, employees eligible to receive three (3) or more weeks of vacation may select their third (3rd) week in the order of their seniority positions.

When all employees eligible for three (3) weeks or more have been given the opportunity to select their third (3rd) week of vacation, employees eligible for a fourth (4th) week of vacation may select their fourth (4th) week in the order of their seniority.

When all employees eligible for four (4) weeks or more have been given the opportunity to select their fourth (4th) week of vacation, employees eligible for a fifth (5th) week of vacation may select their fifth (5th) week in order of their seniority (Plant) consistent with Section 9 of this Article.

13.20 If during an employee's vacation, there is a death in the family as defined in Article 15, Section 1, the employee at their request shall have the vacation day(s) lost due to the death in the family rescheduled during the current calendar year so as to provide them with the same benefit that they would have received under Article 15 had they not been on vacation.

If there are not enough unsolicited day(s) available for the employee to select a vacation in the current calendar year, the employee may carry over the above day(s) into the next calendar year. The carried over day(s) must be taken before April 1, and in accordance with the normal selection process.

13.21 No more than 15% of any work group will be allowed off at anytime with respect to vacation and float days. However in the event that operational needs permit, more than the 15% off will be used as a minimum, rounded up to the next number, additional person(s) may be allowed off. This practice would replace any and all current exceptions to this rule, including prior agreements between the Company and the Union. In addition when selecting vacation and float time employees will have a maximum of two (2) calendar days prior to passing on the vacation and float schedule for approval and the next person. Vacation and float time is to be scheduled in advance, however when situations arise adjustments may be made for satisfactory reasons, as approved by ones immediate supervisor. Unscheduled personal day time will be subject to the Company attendance program. (Reference Article 12 - Holidays, Article 13 - Vacations, Article 15 Time Off, and Article 17 - Sick Leave).

13.22 An employee on an unpaid leave (Long Term Disability, union business) of 30 days or more is not eligible to accrue vacation benefits.

ARTICLE 14 MILITARY LEAVE

14.1 If any employee is a member of the National Guard or is on the reserve list of a branch of the Armed Services of the United States and because of such membership or presence on the reserve list is required to attend a training camp or deal with civil emergencies, the employee shall be given a leave of absence for such purpose.

14.2 Employees with more than a years service will receive the amount by which their Company pay exceeds Government pay for the first two (2) weeks of Military Leave. The difference, if any, will be between their normal base pay calculated on a forty (40) hour week the amount of compensation received from the Government. The amount of compensation received from the Government shall include longevity pay and dependency allowance, but shall not include any subsistence or travel allowance.

14.3 Any payment due under this Article shall be paid to the employee, when the employee returns to work, provided they furnish the Company a certificate from the proper military officer which shows the amount of compensation and other allowance received by employee while engaged in military training duties during this period of leave.

14.4 In addition to the Military Leave set forth above, the employee shall receive any paid vacation to which they are entitled. If an employee wished, they may elect to have their vacation and employee Military Leave of absence run concurrently for one (1) or two (2) weeks. In this case, the employee shall receive their regular vacation pay in addition to any pay due them for Military Leave. The election to have employee's vacation and Military Leave run concurrently must be made in writing in advance of the leave of absence.

14.5 As soon as an employee receives notice or has knowledge of a required training period, they shall notify their supervisor so that arrangements can be made for any temporary replacement during an absence.

14.6 The above Sections 1, 2, 3, 4 and 5 shall apply only to annual tours of training duty or civil emergency calls and shall not apply to one (1) day a week and weekend drill requirements.

14.7 An employee entitled to re-employment under any Federal statute relating to the re-employment of persons honorable discharged from the Armed

Services shall be re-employed in accordance with the provisions of the statutory enactment in effect at the time the employee is discharged from the service.

14.8 If an employee is a member of the National Guard or is on the reserve list of a branch of the Armed Services of the United States and because of such membership of presence on the reserve list is required to attend weekend drill, the employee will have a scheduled tour of Monday through Friday for those weeks, providing sufficient advance notice is given to the Company.

ARTICLE 15 TIME OFF

15.1 Death in the Family

In the event of a death in an employee's immediate family, which is defined as husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, and any person living in the employee's household and regarded as a member of the family, they shall be granted with pay, a leave of absence comprising of the remainder of the day of death and three (3) following working days.

In the event of a death of an employee's extended family, which is defined as other relatives who do not meet the definition of "immediate family", but who are first cousins, aunts, uncles, **nieces or nephews** of the employee or of their spouse, shall receive one (1) day off for the funeral or other service.

15.2 Marriage

An employee will be allowed time off without loss of pay for a period not to exceed three (3) days to get married. Time off may be taken only in the event the employee is not entitled to any vacation time off or the employee has used all vacation time allowed under the applicable provisions of Article 13 of this Agreement. The time off may not immediately precede or follow the employee's vacation.

15.3 Personal Time

An employee would be entitled to two (2) personal days each year to be taken in minimum hour increments, to be scheduled in advance and with supervisory notification and approval, as reasonably responsible.

ARTICLE 16

LEAVES OF ABSENCE

16.1 Union Business

- (a) An employee who may be selected as an accredited delegate to attend the Union's National Convention or the Union's Telephone Conference, shall, with at least one (1) month's notice to their Supervisor, be granted a leave of absence without pay to attend such conventions. Such leave of absence shall not exceed one (1) week to attend the Telephone Conference and one (1) week every four (4) years to attend the National Convention and shall be limited to four (4) employees. However, in no instance shall more than one (1) employee from any job classification be granted such leave. Employees may request time off to perform Union business. The Company will grant such request without pay insofar as the need of the business will permit. When making a request for time off, the employee will whenever possible provide the Company with one (1) month's notice; however, a minimum of two (2) weeks notice will be required. The maximum amount of time off granted at any one time will be no more than one (1) week. In no case shall more than one (1) employee from any one (1) job classification be granted time off for Union Business.
- (b) The Union shall notify the Company in writing of any changes of its officers, stewards or representatives.

16.2 Full Time Union Representative

- (a) An employee who is selected to serve as a full-time representative for the Local Union shall after a sixty (60) day notice is given to the Company, be granted a leave of absence without pay and benefits during their term of office, and shall continue to accumulate seniority throughout the leave of absence. Upon termination of their duties, the employee shall be reinstated in their former position after a sixty (60) day notification is given to the Company, provided the employee is qualified and physically able to perform the work and it has not been eliminated, or the employee is physically able to perform the work assigned to them. The number on leave of absence for this purpose shall not at any time exceed one (1). During leaves of absence, employees will be allowed to bid on job postings. If awarded the job, the employee must report to the job within thirty (30) days from the date of starting on the posting.
- (b) The Company shall permit the employee who is the full-time representative referenced above in Section (a), who is on unpaid leave pursuant to Article 16, Section 3a, to continue to be covered by the

Company's pension, life insurance, and medical plans. The Union and its representative shall arrange for payment for the full cost of benefits to the Company.

16.3 FMLA

(a) The Company will adopt the Family and Medical Leave Act effective September 13, 1993. Whether to grant the leave request is within the sole discretion of the Company.

When such a leave of absence is granted, seniority shall accumulate but if such employee overstays their leave or accepts employment elsewhere during such leave without the consent of the Company, their employment with the Company shall be deemed terminated.

As provided under the "Family and Medical Leave Act" (FMLA), the Company shall recognize an eligible employee's right to an unpaid leave of absence to a maximum of 12 work weeks in a revolving 12 months period for those specific medical and family needs provided under the statute (see below). In order to be eligible for this leave an employee must have worked for the Company for at least 12 months, and 1,250 hours in the last 12 months prior to requesting the leave.

The following reasons allow an eligible employee to take this leave:

- a. For the birth of a child, and to care for the newborn child;
- b. For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- c. To care for an immediate family member (spouse, child or parent) with a serious health condition;
- d. When the employee is unable to work because of a serious health condition.

All of the protections provided to and the procedures required of eligible employees under the FMLA shall be recognized by the Company.

The process for requesting and regulating of a FMLA leave shall be consistent with the existing Corporate benefit program.

An employee must incorporate (i.e., use) all sick days and vacation days at the beginning of and as part of such disability and/or medical leave.

ARTICLE 17 SICKNESS AND ACCIDENT

17.1 Incidental Absence Due to Personal Illness day notification is given to the Company, provided employee with less than five (5) years of net credited service shall be paid for incidental absence due to personal illness on scheduled working days beginning with the second full day of absence.

An employee with five (5) or more years of net credited service shall be paid for all incidental absence due to personal illness on scheduled working days.

A day of absence as referred to herein shall mean a day on which an employee is scheduled to work a full tour, but on which they do not work because of personal illness.

This provision as are other attendance issues, subject to the Attendance program.

Section 2. 17.2 Sickness disability Payments After First Seven (7) Days:

In order to be eligible for disability benefits the employee must complete the required forms and receive approval from the Company.

Regular employees will be paid for sickness disability benefits after the first seven (7) consecutive days of illness.

The Short Term Disability Program will be Company paid and employees will be reimbursed under this STD program outlined in the schedule below and paid from the 8th calendar day of an absence to the calendar 180th day, when an individuals Long Term Disability (LTD) Tel Flex option goes into effect (on the 181st day from the first day of the absence). If an employee is out within thirteen weeks of their return to work it is considered the same STD period. This new program applies to both off and on the job Sickness & Accidents, Article 17.

SHORT TERM DISABILITY BENEFIT SCHEDULE

YEARS OF SERVICE	# OF WEEKS FULL PAY	STD @ 75%	LTD*
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NEW HIRES	0	26	26+
0 - 3	0	26	26+
3 - 5	4	22	26+
5 - 15	13	13	26+
15+	26	0	26+

*LTD benefits are determined by the TelFlex program option selected.

Incidental Absence as outlined in Article 17, Section 1 remains the same. This provision as are other attendance issues, subject to the Attendance program.

For payments of this kind, base pay of a regular full-time employee is forty (40) hours pay at the base hourly rate excluding all premiums.

An employee absent due to illness within fourteen (14) calendar days of their return to work from the same illness for which benefits were paid will not be required to undergo an additional waiting period in connection with the subsequent illness.

Consecutive periods of sickness disability which would count together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously working for thirteen (13) weeks, shall be considered as a new sickness and not as part of any sickness which preceded such period thirteen (13) weeks.

The Company at its option may require the certification by a physician of any illness causing loss of time compensated under this plan. Should the employee fail to provide a physician certificate on a consistent form provided by the Company when required to do so, the payment of benefits as provided for in this plan will be terminated. This certification shall be handled in a fair and equitable manner.

. 17.3 On-the-Job Accident Disability Benefits

If a regular employee becomes disabled by reasons of accidental injury arising out of and in the course of employment with the Company, he will receive full pay for scheduled tours during the first seven (7) calendar days after which disability benefits will be paid.

In Short Term Disability Program will be Company paid and employees will be reimbursed under this STD program outlined in the schedule below and paid from the 8th calendar day of an absence to the calendar 180th days, when an individuals Long Term Disability (LTD) TelFlex option goes into effect. (For

details regarding Company provided LTD and options reference TelFlex proposal). If an employee is out within thirteen weeks of their return to work it is considered the same STD period. This new program applies to both off and on the job Sickness & Accidents, Article 17.

YEARS OF SERVICE NEW HIRES	# OF WEEKS FULL PAY	STD @ 75%	LTD*
0 - 3	0	26	26+
3 - 5	4	26	26+
5 - 15	13	22	26+
15+	26	13	26+
		0	26+

*LTD benefits are determined by the TelFlex program option selected

In all cases the above payments include workmen's compensation amount now in force and other laws which may be enacted.

Incidental Absence as outlined in Article 17, Section 1 remains the same. This provision as are other attendance issues, subject to the Attendance program.

Where an employee is demoted because of a physical disability rendering them unable to perform the work of their classification, the employee rate of pay until retirement, death, resignation, award of a job positng, or discharge for cause shall not be reduced beyond the percentage as shown below, of their rate prior to such demotion.

CONTINUOUS YEARS OF SERVICE	ADJUSTMENT IN PAY
Less than ten years	
10 years or more and up to 15	80%
15 years or more and up to 20	90%
20 years or more	100%

Employees whose wages are paid under this section may be shifted from time to time to any job which they are capable of performing, without compliance with the usual procedure, without regard to seniority, unless there is no work available.

These readjustments shall not apply to cases caused by or contributed to be negligence or voluntary act of the employee.

This section will be effective for such circumstances as they occur after 9/13/93.

The Company and Union agree that when a person returns to work as a result of an On-the-Job Accident and is demoted, as outlined, that the person will receive normal increases for their original classification at the adjustments outlined in this Article. The employee will further receive the Banding Rate for Pension purposes of the classification from which they had been demoted (this will apply to both Section 3 & 4 of this Article).

17.4 When an employee is reassigned to a lower wage rate because of physical reason the employee shall have their wages reduced as follows:

For Employees With Less Than Twenty (20) Years Service:

Six (6) months after the effective date of the reassignment a reduction of 50% of the difference between the employee's current wage rate and the wage rate of the appropriate progression step of the classification to which the employee is being assigned.

Twelve (12) months after the effective date of the reassignment the employee's wage rate will be reduced to the appropriate progression step of the classification to which they were reassigned.

For Employees with Twenty (20) or More Years Service:

Eight (8) months after the effective date of the reassignment a reduction of 50% of the difference between the employee's current wage rate and the wage rate of the appropriate progression step of the classification to which the employee is being assigned.

Sixteen (16) months after the effective date of the reassignment the employee's wage rate will be reduced to the appropriate progression step of the classification to which the employee was reassigned.

In both cases earned credit will be transferred to the progression schedule of the classification to which the employee is reassigned.

17.5 The Company agrees to retain the current practice relating to continuing medical, dental, vision and life Insurance benefits during the period of a disability leave.

**ARTICLE 18
JURY DUTY**

18.1 When an employee receives jury notice, they shall promptly notify their Supervisor. When an employee is called for jury service, they shall be paid their regular straight time wage rate for time lost from regular working hours less

any fees received for such jury duty. An employee shall keep the Company advised daily during such service.

18.2 An employee shall report for a partial day's work if released from jury duty before or at noon if he desires to receive the difference in pay.

18.3 When an employee is excused from jury duty for one (1) or more days during the period of the jury service, they shall immediately notify their Supervisor so arrangements can be made for the employee to return to work.

18.4 An employee absent from their duties to appear in court as a witness under subpoena shall be allowed such time off as is necessary to fulfill those duties as a witness without loss of basic pay.

18.5 When an employee scheduled to work an "evening" or "night" tour is to report for jury duty, the employee's tour will be changed to a "day tour".

ARTICLE 19 CALL OUT

19.1 When an employee is called out and required to report for work during hours they were not previously scheduled to work, the employee shall be paid at the rate of one and one-half (1 ½) times their basic hourly rate (except holidays and Sundays) for the hours worked. The minimum payment for such call out shall be four (4) hours at his/her basic straight time rate. Time worked for the purpose of computing minimum payments shall include associated travel time, if any.

A holiday call out will be paid for at the applicable holiday rate with the minimum payment for such call out being four (4) hours at their basic straight time rate.

A Sunday call out will be paid for at two (2) times the basic rate with the minimum payment for such call out being four (4) hours at their basic straight time rate.

ARTICLE 20 MEALS

20.1 When an employee is required to work two (2) hours overtime immediately preceding or following their regular scheduled workday, the Company will reimburse the employee meal expense of \$15.00 (\$18.00 effective 1/01/06) (no receipts will be required). For each additional five (5) hours of overtime continuous with the expiration of such regularly scheduled work, an additional meal reimbursement of \$15.00 (\$18.00 effective 1/01/06) will be provided.

20.2 An employee called within one (1) hour after the expiration of his/her regularly scheduled workday shall, depending on circumstances, be either (a) furnished with a meal, or (b) reimbursed for a meal purchased by the employee of \$15.00 (\$18.00 effective 1/01/06).

ARTICLE 21 BULLETIN BOARDS

21.1 The Company shall provide space for and shall install bulletin boards at locations to be agreed upon by the Union and the Company. The Union will be permitted to post notices on such designated bulletin boards regarding Union business or social activities, but no notices containing political, religious, racial, or other controversial matters shall be permitted.

ARTICLE 22 POSTING, PROMOTIONS AND TRANSFERS

22.1

(a) When a vacancy or new job occurs in any classification covered under this Agreement, the Company shall post the job opening on the bulletin board for a period of seven (7) working days. The Company will accept bids of employees for such vacancies during the posting period if they are presented in writing, and including a statement of the qualifications of the applicant and further provided that such applications are filed within the posting period. The employee awarded the job opening will be notified within thirteen (13) working days from the posting date that they received the promotion. In the event the Company is unable to release an employee from their current job, due to the needs of the business, the Company may delay the transfer/promotion for no more than 3 months from the date the employee was awarded the new job.

(b) In filling these vacancies, the qualifications to be considered are education, ability, and knowledge of the job being filled.

(c) In case two (2) or more equally qualified employees shall bid for the same opening, seniority (net credited service) will then govern in the award of the opening.

(d) If no qualified applicant is found among those bidding for the vacancy, the Company shall have the right to fill the vacancy from any source.

(e) The Company presently attempts to cross train employees where practicable in preparation for future advancement. This training will be offered in order of seniority.

(f) Employees may bid for a job vacancy having a higher to basic rate of pay.

Employees may bid for a job vacancy having the same top basic rate of pay. The employees must then remain in this classification for two (2) years before becoming eligible to bid on another lateral job vacancy. This may be waived with mutual agreement by the Company and the Union.

(g) Cross bidding for promotional and transfer purposes shall be allowed between the clerical, plant units.

(h) An employee having a net credited service date of one (1) year or less shall not be permitted to bide for a job vacancy except when there have been no applications or no qualified applicants found.

(i) Company will provide upon removal a copy of the posting, applications submitted, and notify the Local Union Chairman of the person awarded the posting.

22.2 Upon promotion to a higher classification or lateral bid, an employee shall be given a qualifying period of ninety (90) working days in which it shall be determined whether or not they can meet the job requirements. During this period, the employee shall be instructed and trained in the job. If the employee fails to meet the job requirements within this period they shall be reassigned to the classification from which they were promoted and resume the wage rate and seniority standing in that classification the same as if the employee had not been promoted. A bargaining unit employee who fills a non-bargaining unit position and does not qualify or who requests to return to their former job classification must do so within thirty (30) calendar days after filling the position. The employee shall immediately be placed on the wage rate that they held prior to being transferred out of the bargaining unit and will retain full seniority.

22.3 Upon promotion to a higher classification an employee shall receive a wage progression as follows:

(a) When an employee working in a job classification is promoted to a higher classification, they shall receive the beginning rate of the higher classification or the rate in the higher pay group which is next above their rate prior to promotion, whichever is higher. In the event the individual is not at the top rate for the new classification, the next progression movement will be six (6) months from the date of such promotion.

(b) When an employee working in a job classification for at least a two (2) year period is awarded a job in a lower classification wage progression

schedule, he/she shall receive the rate in the new pay group that would be received by an employee at the same progression. In the event the individual is not at the top rate for the new classification, the next progression movement will be in six (6) months from the date of such down bid. The employee awarded a job on a down bid shall not be permitted to bid on another job posting for a period of two (2) years from the date of the job award.

(c) If an employee is below the start rate for their occupation the employee will receive no less than the start rate for the position, and will begin to progress in accordance with the wage progression schedule for their occupation commencing with the effective date of the employment promotion.

22.4

(a) An employee assigned for a temporary period to a lower paid classification shall receive their regular rate of pay during the period of that assignment.

(b) An employee assigned for a temporary period to a higher paid classification shall receive the applicable rate of such higher classification during the period of that assignment.

© Working Foreperson classification may be put in place by the Company at its' discretion in any classification at any time under the following conditions:

1. Responsibilities of the Working Foreperson will include duties as assigned by management to include some management duties, while continuing to perform the duties of the classification which is being supervised.
2. All provisions of the collective bargaining agreement between the parties will be applicable to the Working Foreperson.
3. Personnel will be assigned to such assignments by the Company based on qualifications for the role to be filled.
4. Working Foreperson(s) will receive additional compensation above their normal base rate equal to ten percent (10%) for the duration of such assignment.
5. Employees who fill such positions will do so on a voluntary basis and may elect to be removed from the Working Foreperson role via a written request. The Company will honor such requests within a thirty (30) day period.
6. The duration and need for any such assignments will be at the discretion of the Company except as otherwise excluded for as outlined above.

22.5 A standardized bid application form will be supplied by the Company to employees requesting to bid on a job posting. Bids will be forwarded to the Human Resources area for processing.

The Company retains its ability to determine qualifications. Every effort will be made to be consistent in determining the qualifications necessary for the job, and the Company will be equitable and fair in judging the qualifications of an applicant.

As a result of Collective Bargaining Negotiations conducted in September 1980, the Company has agreed to offer training on carrier work to employees presently assigned to the Switch Technician classification. The selection of employees will be made at the discretion of the Company with consideration given to education, ability, and knowledge of the job being filled.

22.6 During Collective Bargaining Negotiations in 1987 the Company and the Union agreed to establish a new classification entitled Assignment Specialist with an associated wage progression table (P6). Employees classified as an Assignment Specialist will perform the job functions of assignment, special circuit assignment and associated work presently performed by Service Bureau Clerks.

22.7 Effective September 13, 1984 Office Clerk - Network Service, Service Bureau Clerk and Plant Clerk will be assigned interchangeable duties. Effective January 1, 1985 there will be one (1) vacation schedule for the individuals in this work group, and two (2) people will be allowed off at a time on vacation.

22.8 During Collective Bargaining Negotiations in 1990, the Company and the Union agreed to establish a new classification entitled Senior Representative with a new wage table. Employees classified as a Senior Representative will perform all of the functions of the classifications of Commercial Representative and Business Service Representative. In addition, they may be utilized as a working supervisor. Other duties to be performed by the Senior Representative will include training and mechanized report processing.

The Senior Representative(s) will be assigned to the Business Service Representative vacation schedule. They will appear on both the Business Service Representative and Commercial Representative overtime schedule. They will be offered overtime with those schedules based on their standing. Overtime that is associated with the specific functions of the Senior Representative classification will only be offered to employees holding that title.

When filling the first postings for the Senior Representative position, applicants for this posting will be restricted to the Commercial Representative and Business Service Representative classifications. For all future postings,

employees must have worked in either the Commercial Representative or Business Service Representative classification or have comparable work experience.

Those employees(s) who are awarded the original posting position(s) will have their wage increased to that of the comparable progression step in the new table. Additionally, employees will receive the same earned credit towards the next step in the progression table as they had prior to the establishment of the new classification. For future openings, the employee's wage increase will be in accordance with Article 22.

22.9 Frontier Communications of New York, Inc. in an effort to promote new business customers, retain existing business customers and residential customers, and to meet the requirements for the flexible service, a new classification will be formed, "Service and Sales Associate". This classification will be established as of 9/13/93 and will replace the Business Service, as well as the Commercial Representative classifications.

In addition to the above the present Senior Representative classification will be renamed to "Senior Service and Sales Associate".

Employees who come into the group after 9/13/93, must attain a minimum prerequisite ability in performing the respective job functions and will go through an extensive training process which will be a combination of classroom instruction, as well as hands on training. This program for new SSA's will be approximately five (5) weeks in length. These weeks are intended to be consecutive.

All existing "Service and Sales Associates" will attend and go through a significant training program for both cross training as well as other considerations and reasons. This level of "refresher" over the course of each year will be the equivalent of three Associate.

The present quota of persons off from this classification at any one time will be increased to six (6). As a part of this Memorandum a Service and Sales Associate will be assigned to the front office. The Company and the Union will form a team to assess the progress. The vacation and overtime will be on one list. Overtime that is associated with the specific functions of the Senior Service and Sales Associate classification will only be offered to employees holding the title.

For the Service and Sales Associate classification upon completion of the training the work associated within this classification will be rotated among those qualified to perform the work.

The Company has made a commitment to having the training associated with this function, which includes the above as well as an updated SSA manual (12/31/93), to be completed by 6/30/94. This objective is built on the existing work functions and technology, and regulations in place as of today. If any external situations which are unforeseen arise the above objectives may need some alteration. Any such issue which the Company can demonstrate due cause shall be reviewed with the Union. The training commitments apply for new and existing presently active and remaining active SSA's. Letter to CEO by 5/31/93 indicating commitment to training and agreement (xc: 503).

The Company agrees to establish a joint committee to review the area of validated testing as a possible consideration to be used as part of the selection process in filling various respective classifications. This committee should review and evaluate for consideration. The Company will then determine the appropriateness of possible implementation.

ARTICLE 23 SAFETY

23.1 The safety of the employees is a matter of paramount importance and shall receive first consideration.

No employee shall be allowed or required to take any undue risk in the performance of their duties, which the employee or their Foreperson or Supervisor considers unsafe to either themselves or to fellow workers. Supervisors and Forepersons will be held responsible for the enforcement of safe working rules.

The safety rules and regulations established shall be strictly adhered to by both the employees, and the Company. The Company shall enforce these rules and regulations.

It is the intent of the Company to establish formal procedures in all areas of safety. This will entail the preparation of a safety manual and the establishment of a safety committee in which the Union will have equal representation.

The safety rules and regulation(s) established by the Company or Government authority shall be strictly adhered to by both the employees, the Company, or any other agent working for the Company and the Company should enforce these rules and regulations uniformly. Representatives of the Company and the Union may meet at the request of either to discuss safety rules and regulations. Safety shall be an agenda item on the regularly scheduled Labor/Management meeting(s).

23.2 (Plant) When new equipment is introduced, employees who will be required to maintain, operate or install the equipment shall be trained in its use and maintenance.

(Clerical) When new equipment, procedures, or related projects are introduced, employees who will be required to maintain or operate such shall be sufficiently trained for a minimum period of time as required by the new situation introduced.

23.3(Plant) Prescription safety glasses will be provided in accordance with Company Policy. The Company shall furnish all tools, safety devices, rain gear including boots, and other equipment necessary to do the work and to maintain the standard of service required by the Company. The employee receiving such tools and equipment shall be held responsible for their return in good condition; reasonable wear, loss and damage accepted. The Company will provide Cable Splicers, Mechanics, and Garage Attendants with coveralls.

23.4 (Plant) In maintaining continuity of service, the Company reserves the right to determine the type and location of all duties to be performed by outside hourly employees during inclement weather. Such duties will include as is available and which the employee is capable of performing or, when practicable, the time may be devoted to safety, first aid, or other instruction.

23.5 (Plant) In conformance with good safety practices, all employees shall wear required safety equipment at all times when actively engaged in work other than when being transported by Company vehicle or at meal times.

Those employees directed to wear safety helmets, hard hats or other required safety equipment, will do so at all times. Failure of any such employees to abide by this rule will, at the discretion of the Company, call for disciplinary action.

In maintaining continuity of service, the Company reserves the right to determine the type of location of all duties to be performed by outside hourly employees, depending upon the inclement weather conditions and the employees ability to perform such.

The Company shall furnish all required safety equipment and the employees receiving such equipment shall be held responsible for their condition; reasonable wear, loss and damage accepted.

23.6 It was agreed between the Company and the Union that the Company has the responsibility to provide a safe and healthful work area. In an effort to enhance this effort, it is agreed that:

1. New employees will be provided with a copy of the Frontier Communications of New York, Inc. Safety Manual.
2. The Safety Committee, in addition to their regular functions, will provide recommended changes to the safety manual.
3. Upon request, employees will be provided glare screens for the VDT's.
4. The Safety Committee will be provided copies of the no injury accident reports.

Additionally, it was agreed that the Union could designate three (3) FCNY employees or representatives on the Frontier Communications of New York, Inc. Safety Committee.

23.7 As defined by Federal OSHA Standards, employees who work in specific job classifications who are potentially exposed to foot injuries because of physical work activities, or work locations are identified, in accordance with the Company's Safety manual, are required to wear safety footwear.

In addition employees in a job classification whose regular work duties would require them to be in field locations, where they would be exposed to foot injuries, are included in this Safety Shoe program.

(c) Employees in job classifications where safety footwear is mandatory will be reimbursed \$200 per year, for safety shoes that meet ANSI standards. Employees when requesting reimbursement must submit a receipt.

No reimbursement for those classifications where safety shoes are not required.

Employees continue to be responsible for reporting to work dressed appropriately for the jobs they are to perform.

ARTICLE 24 SENIORITY

24.1 Seniority (net credited service) shall mean length of continuous service with the Company from the employee's most recent date of hire. A temporary employee who is hired by the Company and thereafter becomes a probationary employee will have their temporary service counted towards their seniority as long as their temporary time was contiguous to being hired and was in the same job for which they are being hired.

24.2 Continuous service shall be terminated when the employee:

- (a) Voluntarily terminates their employment.
- (b) Is discharged for cause.
- (c) Absents themselves beyond a period for which they have been granted a leave of absence.
- (d) Fails to return to work within seven (7) days after being recalled from a lay-off.
- (e) Is absent from work for three (3) or more days without reasonable excuse or justification or is absent from work three (3) or more days with reasonable excuse or justification, but who fails to report such excuse or justification within three (3) days from the commencement of such absence unless physically precluded from doing so.

24.3 The Company will provide to the Union from its records a seniority list consisting of service with the Company, present job classification and reporting headquarters of all employees in the bargaining unit by the 15th of May and November.

**ARTICLE 25
UNION SECURITY**

25.1 All employees shall become and remain members of the Union in good standing as a condition of employment from and after the thirty-first (31st) day of employment or the effective date of this Agreement whichever shall be later. It is agreed that for the purpose of this Agreement an employee shall be termed a member in good standing so long as he/she pays to, or tenders to, the Union their regularly recurring monthly dues. Employees suspended from membership in the Union because of failure to tender their Union dues shall, upon written request of the Union, be discharged. The Union will give the Company and employee concerned thirty (30) days written notice of the Union's request that any employee be discharged under this Article.

All temporary employees on the Frontier Communications of New York, Inc. payroll, excluding summer hires, will be required to pay Union dues consistent with the terms of this Article.

25.2 The Company will inform each new employee of their obligations under this Article. Each new employee will be furnished a current copy of the Collective Bargaining Agreement.

ARTICLE 26 DEDUCTION OF UNION DUES

26.1 The Company agrees to deduct regular monthly Union dues from the pay of employees who are or shall become Union members upon their written authorization on a form approved by the Company. Such authorizations to be revocable at any time upon a five (5) day written notice given to the Company by the employee. This agreement to deduct Union dues shall not apply to initiation fees, special assessments or payment of any kind due the Union by the employee other than regular monthly dues uniformly assessed against all members of the Union.

26.2 The deduction shall be made in each payroll period. If there should be insufficient pay due the employee after all other authorized deductions have been made, the Company shall be relieved of all obligations to deduct the Union dues for that period; and the Company shall not be required to deduct in a subsequent pay period the dues which were not deducted earlier due to insufficient pay.

26.3 The Company will forward the dues collected to the officer of Local Union No. 503 authorized to receive such funds. The Union agrees to keep the Company advised by written notice of the Local Union officer authorized to receive such funds.

26.4 The Union agrees to certify to the Company the amount of regular monthly dues.

26.5 The employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that authorized by the employee constituting actual deductions made from wages earned by the employee. In addition, the Union shall indemnify and save the employer harmless from any liability result from any and all claims, demands, suits, or any other action arising from compliance with this Section.

26.6 The Company agrees to indicate on the monthly Union dues list the names of Union members, who have married, terminated their employment and new members with the Company, or have been promoted to a management position within the previous thirty (30) days.

ARTICLE 27 NO STRIKES - NO LOCKOUTS

27.1 Recognizing that the Company as a Public Utility is under paramount duty of providing continuous service for the health, safety and convenience of communities reached by its services; the Company and the Union agree that strikes and lockouts are undesirable means of settling disputes between them. There will be no lockout of the employees during the term of this Agreement or during any period of time while negotiations are in progress between the parties for continuance or renewal of it. During said term and any such period of negotiations, neither the Union nor the employees will cause or participate, directly or indirectly, in any strike or in any retarding or stopping of work or picketing for any cause whatsoever.

27.2 In the event of any unauthorized strike or retarding or stopping of work, or picketing in violation of the preceding Section, the Union will cooperate with the Company in getting the employees to return to and remain at work and in securing a termination of any unauthorized strike, or retarding or stopping of work, or picketing in violation of said provisions.

The Union recognizes the right of the Company to take disciplinary action, including discharge, against any employees who engage in any strike, or who intentionally engage in retarding or stopping of work, or picketing in violation of this Article subject to the Union's right to present a grievance under the Agreement only as to whether an employee did or did not participate in an unauthorized strike.

ARTICLE 28 PENSION INSURANCE

28.1 Effective 12/31/97 the defined benefit and retirement plan, commonly known as the Pension Plan will be frozen.

Effective with the Pension Plan freeze, each employees respective benefit after being calculated will then be increased by 22% and then frozen. All employees on the payroll as of ratification would be 100% vested immediately.

Retirement eligibility reduced to 26 years of service from 30 years of service, calculation based on actual number of years of 1000 hours. Early retirement eligibility would be reduced to 74 points with a minimum age of 52 and minimum years of service of 12.

28.2 RETIREMENT FACTORS - EFFECTIVE 5/25/93

TABLE	FACTOR
P1	50.23
P2	49.74
P3	49.11
P4	44.48
P5	40.14
P6	33.35
P7	33.68
P8	25.30
P9	35.01
C1	43.47
C2	39.58
C3	36.67
C4	36.67
C5	35.89
C6	34.07
C7	33.74
C8	33.35

Must be in position retiring from for at least a 12 month period to get factor for that table. If not then prorated.

28.3 During the life of this Agreement, for any employee who retires and receives a Defined Service Pension, the Company will contribute toward the basic Health Care coverage (Medical) at the rate of \$250 for single and \$375 for family coverage. Discounted Telephone Service for this group of retirees will include a \$40 per month credit on any Frontier product (Company), either local or long distance and Life Insurance equal to \$10,000.

28.4 Insurance Plans:

- (a) With the exception of the EAP elimination as of February 1, 2004, the Plans and employee contributions in effect as of January 1, 2004 shall remain for the duration of 2004. Effective January 1, 2005 and thereafter, all employees may participate in the Corporate Flex Program which consists of:
 - (i) medical, dental, vision, supplemental life (with \$40,000 subsidy), AD&D (with \$80,000 subsidy for a 40 year person). Supplemental Long Term Disability (Insurance at 60% income replacement level to a maximum of \$3,000 per month; however, the Company will provide Long Term Disability coverage at 50% if the employee uses no credits to purchase additional coverage) and flexible spending accounts and the Corporate Life Insurance plan (at one time the employee's base salary).

(II) Effective In January 1, 2005, the Company contributions shall be based upon a percentage of the total premium, as follows:

- (a) medical shall be based upon the Excellus PPO Premium 2005 – 87%, 2006 – 86%, 2007- 85%;
- (b) dental shall be based upon basic dental premium at 2005 – 95%, 2006 – 95%, 2007 – 90%;
- (c) vision for 2005 will be at 100% contribution 2006 – 85%; 2007 – 80%
- (d) If the employee chooses other options, which may cost more or less, the employee will pick up or save the appropriate amount.

(b) The Company will make every effort to inform the Union early in the process when the Company reviews and makes adjustments to this program for the following years. Furthermore, upon 30 days notice to the Union, the Company may change Plan Administrators or Insurance carriers and/or may add to or substitute plan options, so long as it maintains a Preferred Provider Plan option which is the same or comparable to the current Preferred Provider Plan. The selection of the Plan Administrator or Carrier will rest solely with the Company and shall not be subject to arbitration.

(c) During the annual offering of the FlexAbility program, Medical Spending Accounts will continue to be offered to employees covered under this Agreement. The Company shall, in its sole discretion, design, implement and administer this Plan subject to the applicable laws and regulations of ERISA and the Internal Revenue code which presently contains the following provisions:

- (I) The plan year must coincide with the calendar year.
- (II) Elections must be made prior to the start of a plan year and can not be amended during the plan year unless there is a change in family status as outlined in IRS Codes.
- (III) Mid-year elections are allowable for newly hired employees.
- (IV) Funds not used during the plan year must be forfeited.
- (V) The maximum annual contribution is \$5,000.
- (VI) The Company reserves the right to change the terms of the Plan as it may, in its judgment, be appropriate to comply with the regulations or statutes governing the Plan.

28.4 (d) In recognition of Domestic Partners effective 01/01/01, the Company extends the equivalent benefits offered to spouses and dependants of employees to Domestic Partners of employees and to Domestic Partners' dependants. This is done to the extent allowable under federal, state and local

laws and regulations. The administration of this benefit is in accordance with the definitions provided under Corporate Policy.

28.5 The Company will provide an annual summary of benefits to each employee by June of each year for the preceding calendar year.

28.6 The Company will continue to offer the 401K Plan, (Employee Retirement Savings Plan ERSP), which will receive a Company fixed contribution of 3% of w-2 wages, in cash, payable to each active employee's account.

In addition the Company will continue to match, for those employees who elect to participate, 100% of the first 3% the employee contributes. All Company contributions will be in the form of cash.

All Company contributions to an active employee's account will be made on a per pay period basis. For Plan year 2004, as soon as administratively possible, an employee may convert his/her Company stock to cash and allocate such funds as the employee chooses within the 401k account.

The Company match and employee contribution will be based on W-2 Wages.

Eligibility and rules of the Plan are consistent with the Corporate Savings Plan.

The Company reserves the right to change the terms of the Plan as may, in its judgment, be appropriate to comply with the regulations or statutes governing the Plan. In addition, the Company continues to reserve the right to change the Trustee and Record Keeper of the Plan.

28.7 The Company will offer via payroll deduction a participation choice to employees for US Savings Bonds.

ARTICLE 29 GRIEVANCE PROCEDURE

29.1 For the purpose of this Agreement, a grievance is defined as a disagreement concerning the interpretation or application of the terms of this Agreement.

29.2 Any grievance which may arise between the Union or any employee in the Bargaining Unit and the Company shall be settled in the simplest and most direct manner.

The Union will make a reasonable investigation of any grievance before it is reduced to the formality of a written complaint in order to ascertain that there is reasonable ground to believe that the claim is true in fact and that the complaint is justified. The grievance complaint shall set forth all the facts necessary to understand the issues involved, and it shall contain language germane to the real issue. So far as possible, the Union and the Company shall avoid publicizing any grievance prior to the final determination of the issue. The procedures (unless changed or any step thereof is waived as evidenced by a written agreement or memorandum signed by both parties) shall be as follows:

Step 1.

Any employee or group of employees having a grievance and desiring to present the same shall first present the grievance with their steward to their immediate Supervisor within ten (10) working days after the event giving rise to the grievance. The Supervisor and the person or persons presenting the grievance will discuss and attempt to adjust the matter. If they are unable to arrive at a satisfactory decision within five (5) working days as a result of such discussion and it is desired to proceed further, then:

Step 2.

The grievance shall be reduced to writing, signed by the party or parties affected, and a copy thereof presented within twenty-five (25) days after the event giving rise to the grievance becomes known to the party or parties affected, to the Vice President and General Manager or their designated representative who shall then arrange for a meeting between management and the Union representative to be held within fifteen (15) days after the receipt of the written grievance. If a settlement of the grievance is not reached within ten (10) working days after such meeting, the Company shall so advise the Union in writing indicating the reason(s) for such rejection. Then the grievance may be submitted to arbitration in accordance with Article 30.

ARTICLE 30 ARBITRATION

30.1 If the grievance is not settled in one (1) of the steps of the grievance procedure, then at the request of the Union made within sixty (60) days of the inception of the grievance it shall be submitted to a Board of Arbitration to be selected as set forth in Section 2; and, if arbitration is not so requested within sixty (60) days, the grievance shall be deemed abandoned.

30.2 A Board of Arbitration, requested by the Union, shall be composed of one (1) member selected by the Company, one (1) member selected by the Union, and a third and impartial member who shall be the Chairperson. Each party shall appoint its member of the Board of Arbitration within ten (10) days after the notice of request for arbitration and the two (2) members, so chosen, shall meet promptly and as often as may be needed to select the third arbitrator from a list supplied by the American Arbitration Association. The two (2) members may use any method they choose to select the third member from such list; but, if they are unable to agree on a method, it shall be determined by alternate strike from the list with the first strike to be determined by toss of a coin.

30.3 The Board of Arbitration, so chosen, shall hold a hearing and decide the issue presented. The decision shall be in writing, shall set forth the basis for the decision, and shall be signed by all members of the Board, concurring therein. The decision of the majority of the Board shall be final and binding upon both parties for the duration of this Agreement and a copy (together with the signed opinion, if any, from a dissenting arbitrator) shall be delivered promptly to each of the parties.

30.4 No Board of Arbitration shall have the power to add to, subtract from, or modify any of the terms of this Agreement, or to pass upon or decide any question except the grievance submitted to the Board in accordance with the foregoing provision. No award or decision of a Board of Arbitration shall be retroactive for more than thirty (30) days before the grievance was reduced to writing as provided in the grievance procedure.

30.5 Each party shall compensate the arbitrator chosen by it for the time spent and expenses incurred in the arbitration, and the parties shall share equally in paying the compensation and expenses for the third arbitrator.

30.6 The parties must stipulate in writing, prior to the hearing, the issues to be arbitrated and the Board of Arbitration shall limit their decision to the issue or issues so submitted. Neither the majority decision nor the dissenting opinion, if any, shall contain any advice to the parties or opinions of the arbitrators with respect to matters outside their jurisdiction and authority. It shall not be a function of the Board of Arbitration to conciliate, mediate, make suggestions or recommendations, or give advice to any of the parties at any time. The sole function of the Board of Arbitration shall be to decide the specific issues submitted to them on the basis of facts and proper application and interpretation of this Agreement.

This restriction to matters within their jurisdiction and authority shall not prevent the majority decision and dissenting opinion, if any, from setting forth the basis for such majority decision and dissenting opinion, if any.

30.7 Except upon agreement of the parties, a Board of Arbitration shall not hear and decide more than one (1) grievance at a sitting.

30.8 The Company may not submit an issue to arbitration, each submission being reserved to the Union exclusively.

ARTICLE 31 RECIPROCITY

31.1 An employee who transfers between bargaining units party to this Agreement or who transfers from a bargaining unit not party to this Agreement that has reciprocity language in its contract, shall have their seniority bridged as follows:

- A. For the purpose of tour and vacation selections, six (6) months of continuous service in the new unit.**
- B. For the purpose of layoffs, recalls, transfers and promotions, thirty-six (36) months of continuous service in the unit.**

For the purposes of establishing continuous service in the unit, the start date in the position in the unit shall be used

ARTICLE 32 LEGALITY

31.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and effect. The Union and the Company shall meet for the purpose of substituting provisions which are in conformity with all applicable laws.

The committee for the Union and for the Company shall not exceed two (2) members each.

ARTICLE 33 TERM OF AGREEMENT

32.1 This Agreement shall become effective February 1, 2004 and shall remain in effect until 11:59 p.m. January 31, 2007 It shall continue in effect from year to year thereafter, from January 31st of each year, unless changed or terminated in the manner provided herein.

32.2 Either party desiring to (a) change or (b) terminate this Agreement must notify the other of its desire by letter of intent at least sixty (60) days prior to January 31, 2007 or January 31st of any year thereafter. Thirty (30) days prior to January 31, 2007 or January 31st of any year thereafter, the two (2) parties shall formally meet to exchange changes or amendments to the Agreement. Unless

either a notice of change or a notice of termination is given, this Agreement shall automatically continue for another year.

If notice of termination is given, this Agreement will terminate at 11:59 p.m. January 31st of that year (unless another date is mutually agreed upon) and thereafter be of no force or effect.

If notice of desire to amend or change the Agreement is given as provided above, it shall specify the changes or amendments desired. As soon as practicable, the parties shall commence negotiations for a new Agreement.

In Witness Whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers and committees as of February 1, 2004.

For the Company:

Barbara B. Larson

Jen Memmelaar

Robert Morris

Joyce Lynn Robbins

DeWayne Stitts

Deborah G. Sylstra

Date: February 3, 2004

For the Union:

Robert V. Citrolo, President

Lori Denisco

Gregory Flower

Jim Humphrey

Elizabeth McKay

James Silva

FRONTIER COMMUNICATIONS OF NEW YORK, Inc.

Plant P1A

Classification:

Advanced CST Technician
 Advanced CO Technician
 Advanced Translation Technician

Interval	2/01/04	1/01/05	1/01/06
START	\$15.99	\$16.43	\$16.88
6 MONTHS	\$16.71	\$17.17	\$17.64
12 MONTHS	\$17.46	\$17.94	\$18.43
18 MONTHS	\$18.45	\$18.96	\$19.48
24 MONTHS	\$19.34	\$19.87	\$20.42
30 MONTHS	\$20.41	\$20.97	\$21.55
36 MONTHS	\$21.49	\$22.08	\$22.68
42 MONTHS	\$22.67	\$23.29	\$23.93
48 MONTHS	\$23.98	\$24.64	\$25.32
54 MONTHS	\$25.54	\$26.24	\$26.96
60 MONTHS	\$27.96	\$28.73	\$29.52

Plant P1

Classification:

Cable Splicer
 Installer/Repair Technician
 Communication Service Technician (CST)
 CO Technician
 Translation Technician

Interval	2/01/04	1/01/05	1/01/06
START	\$15.52	\$15.95	\$16.39
6 MONTHS	\$16.22	\$16.67	\$17.13
12 MONTHS	\$16.95	\$17.42	\$17.90
18 MONTHS	\$17.92	\$18.41	\$18.92
24 MONTHS	\$18.78	\$19.29	\$19.82
30 MONTHS	\$19.82	\$20.36	\$20.92
36 MONTHS	\$20.86	\$21.43	\$22.02
42 MONTHS	\$22.00	\$22.61	\$23.23
48 MONTHS	\$23.28	\$23.92	\$24.58
54 MONTHS	\$24.79	\$25.47	\$26.17
60 MONTHS	\$27.15	\$27.89	\$28.66

Plant P2

Classification:

Desk Person

Interval	2/01/04	1/01/05	1/01/06
START	\$15.52	\$15.95	\$16.39
6 MONTHS	\$16.22	\$16.67	\$17.13
12 MONTHS	\$16.95	\$17.42	\$17.90
18 MONTHS	\$17.92	\$18.41	\$18.92
24 MONTHS	\$18.78	\$19.29	\$19.82
30 MONTHS	\$19.82	\$20.36	\$20.92
36 MONTHS	\$20.86	\$21.43	\$22.02
42 MONTHS	\$22.00	\$22.61	\$23.23
48 MONTHS	\$23.28	\$23.92	\$24.58
54 MONTHS	\$24.79	\$25.47	\$26.17
60 MONTHS	\$26.88	\$27.62	\$28.38

Plant P3

Classification: Garage Mechanic
 Building Mechanic
 Line Cable Technician

Interval	2/01/04	1/01/05	1/01/06
START	\$15.52	\$15.95	\$16.39
6 MONTHS	\$16.22	\$16.67	\$17.13
12 MONTHS	\$16.95	\$17.42	\$17.90
18 MONTHS	\$17.92	\$18.41	\$18.92
24 MONTHS	\$18.78	\$19.29	\$19.82
30 MONTHS	\$19.82	\$20.36	\$20.92
36 MONTHS	\$20.86	\$21.43	\$22.02
42 MONTHS	\$22.00	\$22.61	\$23.23
48 MONTHS	\$23.28	\$23.92	\$24.58
54 MONTHS	\$24.79	\$25.47	\$26.17
60 MONTHS	\$26.54	\$27.27	\$28.02

Plant P4

Classification: Maintenance-C.O.
 Store/Repair Attendant

Garage Attendant

Interval	2/01/04	1/01/05	1/01/06
START	\$15.42	\$15.84	\$16.28
6 MONTHS	\$16.02	\$16.46	\$16.91
12 MONTHS	\$16.77	\$17.23	\$17.71
18 MONTHS	\$17.47	\$17.96	\$18.45
24 MONTHS	\$18.26	\$18.76	\$19.27
30 MONTHS	\$19.06	\$19.59	\$20.13
36 MONTHS	\$19.92	\$20.47	\$21.03
42 MONTHS	\$20.70	\$21.27	\$21.86
48 MONTHS	\$21.69	\$22.29	\$22.90
54 MONTHS	\$22.64	\$23.47	\$24.11
60 MONTHS	\$24.04	\$24.70	\$25.38

Plant P5

Classification: Store Attendant
Frame Technician

Interval	2/01/04	1/01/05	1/01/06
START	\$15.42	\$15.84	\$16.28
6 MONTHS	\$16.02	\$16.46	\$16.91
12 MONTHS	\$16.77	\$17.23	\$17.71
18 MONTHS	\$17.47	\$17.96	\$18.45
24 MONTHS	\$18.26	\$18.76	\$19.27
30 MONTHS	\$19.07	\$19.60	\$20.13
36 MONTHS	\$19.92	\$20.47	\$21.03
42 MONTHS	\$20.70	\$21.27	\$21.86
48 MONTHS	\$21.69	\$22.29	\$22.90

Plant P6

Classification: Assignment Specialist

Interval	2/01/04	1/01/05	1/01/06
START	\$14.90	\$15.31	\$15.73
6 MONTHS	\$15.44	\$15.87	\$16.31
12 MONTHS	\$16.01	\$16.45	\$16.90
18 MONTHS	\$16.59	\$17.05	\$17.52
24 MONTHS	\$17.20	\$17.68	\$18.16
30 MONTHS	\$17.83	\$18.32	\$18.83
36 MONTHS	\$18.48	\$18.99	\$19.51
42 MONTHS	\$19.16	\$19.69	\$20.23
48 MONTHS	\$19.86	\$20.41	\$20.97

Plant P7

Classification: Building Maintenance Attendant

Interval	2/1/04	1/1/05	1/1/06
START	\$14.53	\$14.93	\$15.34
6 MONTHS	\$15.14	\$15.55	\$15.98
12 MONTHS	\$15.68	\$16.11	\$16.55
18 MONTHS	\$16.28	\$16.72	\$17.18
24 MONTHS	\$16.83	\$17.29	\$17.77
30 MONTHS	\$17.43	\$17.91	\$18.40
36 MONTHS	\$18.21	\$18.71	\$19.22

Plant P8

Classification: Service Bureau Clerk

Interval	2/01/04	1/01/05	1/01/06
START	\$13.46	\$13.83	\$14.21
6 MONTHS	\$13.85	\$14.24	\$14.63
12 MONTHS	\$14.25	\$14.64	\$15.04
18 MONTHS	\$14.71	\$15.12	\$15.54
24 MONTHS	\$15.19	\$15.60	\$16.03
30 MONTHS	\$15.65	\$16.08	\$16.53
36 MONTHS	\$16.43	\$16.89	\$17.35
42 MONTHS	\$17.24	\$17.72	\$18.20
48 MONTHS	\$18.02	\$18.52	\$19.03

Plant P9

Classification: Building Service Attendant

Interval	2/1/04	1/1/05	1/1/06
START	\$10.40	\$10.69	\$10.98
6 MONTHS	\$10.86	\$11.16	\$11.47
12 MONTHS	\$11.25	\$11.56	\$11.88
18 MONTHS	\$11.70	\$12.02	\$12.35
24 MONTHS	\$12.29	\$12.63	\$12.98
30 MONTHS	\$12.89	\$13.25	\$13.61
36 MONTHS	\$13.67	\$14.05	\$14.44

Clerical C1

Classification:

Operator-Programmer

Interval	2/1/04	1/1/05	1/1/06
START	\$17.61	\$18.10	\$18.60
6 MONTHS	\$18.31	\$18.81	\$19.33
12 MONTHS	\$19.00	\$19.53	\$20.06
18 MONTHS	\$19.86	\$20.41	\$20.97
24 MONTHS	\$20.70	\$21.27	\$21.85
30 MONTHS	\$21.75	\$22.35	\$22.96
36 MONTHS	\$22.81	\$23.43	\$24.08
42 MONTHS	\$23.95	\$24.60	\$25.28
48 MONTHS	\$25.06	\$25.75	\$26.46

Clerical C2

Classification:

Senior Service and Sales Associate

Interval	2/01/04	1/01/05	1/01/06
START	\$16.40	\$16.85	\$17.31
6 MONTHS	\$17.09	\$17.56	\$18.04
12 MONTHS	\$17.81	\$18.30	\$18.80
18 MONTHS	\$18.56	\$19.07	\$19.59
24 MONTHS	\$19.34	\$19.87	\$20.42
30 MONTHS	\$20.16	\$20.71	\$21.28
36 MONTHS	\$21.00	\$21.58	\$22.18
42 MONTHS	\$21.89	\$22.49	\$23.11
48 MONTHS	\$22.81	\$23.44	\$24.06

Clerical C3

Classification: Service and Sales Associate
Special Access Specialist

Interval	2/01/04	1/01/05	1/01/06
START	\$16.12	\$16.56	\$17.02
6 MONTHS	\$16.70	\$17.16	\$17.63
12 MONTHS	\$17.26	\$17.73	\$18.22
18 MONTHS	\$17.81	\$18.30	\$18.81
24 MONTHS	\$18.41	\$18.91	\$19.44
30 MONTHS	\$19.09	\$19.62	\$20.16
36 MONTHS	\$19.93	\$20.47	\$21.04
42 MONTHS	\$20.92	\$21.50	\$22.09
48 MONTHS	\$22.06	\$22.67	\$23.29

Clerical C3A

Classification: Small Business Account Manager

Interval	2/1/04	1/1/05	1/1/05
START	\$11.10	\$11.41	\$11.72
6 MONTHS	\$11.57	\$11.89	\$12.22
12 MONTHS	\$12.07	\$12.40	\$12.74
18 MONTHS	\$12.60	\$12.95	\$13.30
24 MONTHS	\$13.17	\$13.53	\$13.90
30 MONTHS	\$13.76	\$14.14	\$14.53
36 MONTHS	\$14.39	\$14.78	\$15.19
42 MONTHS	\$15.17	\$15.58	\$16.01
48 MONTHS	\$16.24	\$16.68	\$17.14

Clerical C3B**Second Tier**

Classification: **Service And Sales Associate**

Interval	2/01/04	1/01/05	1/01/06
START	\$11.73	\$12.05	\$12.38
6 MONTHS	\$12.34	\$12.68	\$13.03
12 MONTHS	\$12.98	\$13.34	\$13.70
18 MONTHS	\$13.66	\$14.03	\$14.42
24 MONTHS	\$14.36	\$14.76	\$15.17
30 MONTHS	\$15.11	\$15.53	\$15.95
36 MONTHS	\$15.90	\$16.33	\$16.78
42 MONTHS	\$16.72	\$17.18	\$17.66
48 MONTHS	\$17.59	\$18.07	\$18.57

~~For employees hired after February 1, 2001~~

CLERICAL C3C

CLASSIFICATION **SALES & SERVICE ASSOCIATE (TIER III)**

Interval	2/01/04		
START	\$11.50		
12 MONTHS	\$12.50	(end of probation)	

Future Increases based on pay for performance
TOP \$15.26

Clerical C4

Classification: **Clerk-Computer Operator**

Interval	2/1/04	1/1/05	1/1/06
START	\$15.19	\$15.61	\$16.04
6 MONTHS	\$15.78	\$16.21	\$16.66
12 MONTHS	\$16.33	\$16.78	\$17.24
18 MONTHS	\$16.89	\$17.35	\$17.83
24 MONTHS	\$17.49	\$17.97	\$18.46
30 MONTHS	\$18.17	\$18.67	\$19.18
36 MONTHS	\$19.00	\$19.53	\$20.06
42 MONTHS	\$20.22	\$20.55	\$21.12
48 MONTHS	\$21.14	\$21.72	\$22.32

Clerical C5

Classification: **Sr. Engineering Clerk**
Sr. Plant Accounting Clerk

Interval	2/01/04	1/01/05	1/01/06
START	\$15.33	\$15.76	\$16.19
6 MONTHS	\$15.84	\$16.27	\$16.72
12 MONTHS	\$16.33	\$16.78	\$17.24
18 MONTHS	\$16.83	\$17.30	\$17.77
24 MONTHS	\$17.39	\$17.87	\$18.36
30 MONTHS	\$17.94	\$18.44	\$18.94
36 MONTHS	\$18.81	\$19.32	\$19.85
42 MONTHS	\$19.72	\$20.26	\$20.82
48 MONTHS	\$20.64	\$21.21	\$21.79

Clerical co

Classification: Special Clerk

Interval	2/01/04	1/1/05	1/1/06
START	\$14.67	\$15.07	\$15.49
6 MONTHS	\$15.09	\$15.51	\$15.93
12 MONTHS	\$15.52	\$15.95	\$16.39
18 MONTHS	\$16.03	\$16.47	\$16.93
24 MONTHS	\$16.54	\$17.00	\$17.46
30 MONTHS	\$17.06	\$17.53	\$18.01
36 MONTHS	\$17.90	\$18.40	\$18.90
42 MONTHS	\$18.79	\$19.30	\$19.83
48 MONTHS	\$19.84	\$20.18	\$20.73

Clerical C7

Classification: ~~Service Observer~~
~~Ticket Investigator~~

Interval	2/1/04	1/1/05	1/1/06
START	\$14.92	\$15.33	\$15.75
6 MONTHS	\$15.33	\$15.75	\$16.19
12 MONTHS	\$15.78	\$16.21	\$16.66
18 MONTHS	\$16.33	\$16.78	\$17.24
24 MONTHS	\$16.89	\$17.35	\$17.83
30 MONTHS	\$17.47	\$17.96	\$18.45
36 MONTHS	\$18.03	\$18.52	\$19.03
42 MONTHS	\$18.67	\$19.18	\$19.71
48 MONTHS	\$19.45	\$19.98	\$20.53

Clerical C8

Classification:

Office Clerk - Customer Service
 Office Clerk - Network Services
 Office Clerk - Accounting
 Office Clerk - Engineering

Interval	2/01/04	1/01/05	1/01/06
START	\$14.36	\$14.75	\$15.16
6 MONTHS	\$14.78	\$15.18	\$15.60
12 MONTHS	\$15.19	\$15.61	\$16.04
18 MONTHS	\$15.70	\$16.13	\$16.57
24 MONTHS	\$16.19	\$16.64	\$17.10
30 MONTHS	\$16.70	\$17.15	\$17.63
36 MONTHS	\$17.53	\$19.01	\$18.50
42 MONTHS	\$18.39	\$18.90	\$19.42
48 MONTHS	\$19.22	\$19.75	\$20.30

Clerical C8A

Classification:

Order Writer

Interval	2/01/04	1/01/05	1/01/06
START	\$10.94	\$11.25	\$11.56
6 MONTHS	\$11.10	\$11.41	\$11.72
12 MONTHS	\$11.29	\$11.60	\$11.92
18 MONTHS	\$11.51	\$11.82	\$12.15
24 MONTHS	\$11.75	\$12.08	\$12.41
30 MONTHS	\$12.04	\$12.37	\$12.71
36 MONTHS	\$12.35	\$12.69	\$13.04
42 MONTHS	\$12.73	\$13.08	\$13.44
48 MONTHS	\$13.23	\$13.59	\$13.97

Clerical C8B

Classification:	Cashier
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Interval	2/01/04	1/01/05	1/01/06
START	\$12.07	\$12.40	\$12.74
6 MONTHS	\$12.66	\$13.01	\$13.37
12 MONTHS	\$13.15	\$13.51	\$13.88
18 MONTHS	\$13.66	\$14.04	\$14.42
24 MONTHS	\$14.37	\$14.77	\$15.17
30 MONTHS	\$14.93	\$15.34	\$15.76
36 MONTHS	\$15.66	\$16.09	\$16.53
42 MONTHS	\$16.46	\$16.91	\$17.38
48 MONTHS	\$17.80	\$18.29	\$18.79

Clerical C9

Classification:	Mall Courier Customer Care Clerk
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Interval	2/1/04	1/1/05	1/1/06
START	\$12.21	\$12.54	\$12.89
6 MONTHS	\$12.73	\$13.08	\$13.44
12 MONTHS	\$13.26	\$13.62	\$14.00
18 MONTHS	\$13.78	\$14.16	\$14.55
24 MONTHS	\$14.31	\$14.70	\$15.10
30 MONTHS	\$14.83	\$15.24	\$15.66
36 MONTHS	\$15.36	\$15.78	\$16.21
42 MONTHS	\$15.88	\$16.32	\$16.77
48 MONTHS	\$16.34	\$16.79	\$17.25

Memorandum of Agreement

Frontier Communications of New York, a Citizens Communication Company

And

The International Brotherhood of Electrical Workers Local #503

Physician Certificate

The below signed parties on behalf of Frontier Communications of New York, A Citizens Communications Company (hereafter referred to as the Company) and The International Brotherhood of Electrical Workers Local #503 (hereafter referred to as the Union) hereby agree to the following in resolution of all matters subject to collective bargaining for all issues relating to the following:

The Company may require a physician certificate for absences of 3 days or more for claimed medical reasons where there is a pattern or other evidence of attendance violation.

For the Company

**Barbara B. Larson
Director, Corporate Labor Relations**

For the Union

**Robert Citrolo, President
IBEW #503**

Memorandum of Agreement

Frontier Communications of New York, a Citizens Communication Company

And

The International Brotherhood of Electrical Workers Local #503

Uniforms

The below signed parties on behalf of Frontier Communications of New York, A Citizens Communications Company (hereafter referred to as the Company) and The International Brotherhood of Electrical Workers Local #503 (hereafter referred to as the Union) hereby agree to the following in resolution of all matters subject to collective bargaining for all issues relating to the following:

The Company shall provide to employees in the uniform program the following:

- At least 11 shirts
- 1 jacket
- hats – optional

Replacement of all clothing will be subject to normal wear/tear or loss. The Company will be responsible for cleaning and maintenance of all clothing. Issues related to style, color, etc. will be resolved by local management and Union representatives at the regular Labor/Management meeting. Shirts and jackets shall include identification of IBEW Local #503. Employees affected by this Agreement shall be expected to wear the appropriate approved clothing.

For the Company

**Barbara B. Larson
Director, Corporate Labor Relations**

For the Union

**Robert Citrolo, President
IBEW #503**

Memorandum of Agreement

Frontier Communications of New York, a Citizens Communication Company

And

The International Brotherhood of Electrical Workers Local #503

Wage Scales

The below signed parties on behalf of Frontier Communications of New York, A Citizens Communications Company (hereafter referred to as the Company) and The International Brotherhood of Electrical Workers Local #503 (hereafter referred to as the Union) hereby agree to the following in resolution of all matters subject to collective bargaining for all issues relating to the following:

1. **The job classifications listed below are no longer occupied and will be deleted from the wage scale in the body of the collective bargaining agreement. However, the Union retains jurisdiction over these titles and, if at such time as the positions are again filled, they will be placed on the wage scale noted herein. Placement of the employee on the wage scale will be in accordance with the contract.**

<u>Job Title</u>	<u>Wage Scale</u>
Garage Mechanic	P3
Maintenance - C.O., Garage Attendant	P4
Building Maintenance Attendant	P7
Building Service Attendant	P9
Operator - Programmer	C1
Small Business Account Manager	C3A
Clerk - Computer Operator	C4
Sr. Plant Accounting Clerk	C5
Service Observer, Ticket Investigator	C7
Order Writer	C8a
Mail Courier, Customer Care Clerk	C9

2. **This Memorandum of Agreement will be effective February 1, 2004.**

For the Company

**Barbara B. Larson
Director, Corporate Labor Relations**

For the Union

**Robert Citrolo, President
IBEW #503**

Memorandum of Agreement

Frontier Communications of New York, a Citizens Communication Company

And

The International Brotherhood of Electrical Workers Local #503

Jurisdiction

The below signed parties on behalf of Frontier Communications of New York, A Citizens Communications Company (hereafter referred to as the Company) and The International Brotherhood of Electrical Workers Local #503 (hereafter referred to as the Union) hereby agree to the following in resolution of all matters subject to collective bargaining for all issues relating to the following:

- 1. IBEW 503 assignments to IBEW 363 and UBEW 320 will be temporary**
- 2. All terms and conditions of employment will be in accordance with the IBEW 503 contract for employees working out of IBEW 503 jurisdiction.**

For the Company

**Barbara B. Larson
Director, Corporate Labor Relations**

For the Union

**Robert Citrolo, President
IBEW #503**

Memorandum of Agreement

Frontier Communications of New York, a Citizens Communication Company

And

The International Brotherhood of Electrical Workers Local #503

Line Cable Technician & Cable Splicer

The below signed parties on behalf of Frontier Communications of New York, A Citizens Communications Company (hereafter referred to as the Company) and The International Brotherhood of Electrical Workers Local #503 (hereafter referred to as the Union) hereby agree to the following in resolution of all matters subject to collective bargaining for all issues relating to the following:

- a. Effective February 1, 2004: the Line Cable Technician will be placed on P3.**
- b. The Cable Splicer wage scale will remain the same.**
- c. O'Dell would continue to be assigned to Line work only.**
- d. O'Dell and Woolsey would be classified as Line Cable Technicians but would remain on the Cable Splicer P1 wage scale. They would be eligible to receive General Wage Increases I accordance with the P1 wage scale as long as they are employed in the Line Cable Technician job classification.**
- e. Brian Grand and Andy Johnson will be grandfathered and will not be assigned Line work.**
- f. Wieboldt will be placed on the 18 month Rate at \$17.92 effective February 1, 2004 (part of contract implementation.)**

For the Company

**Barbara B. Larson
Director, Corporate Labor Relations**

For the Union

**Robert Citrolo, President
IBEW #503**

Memorandum of Agreement

Frontier Communications of New York, a Citizens Communication Company

And

The International Brotherhood of Electrical Workers Local #503

Retail Stores

The below signed parties on behalf of Frontier Communications of New York, A Citizens Communications Company (hereafter referred to as the Company) and The International Brotherhood of Electrical Workers Local #503 (hereafter referred to as the Union) hereby agree to the following in resolution of all matters subject to collective bargaining for all issues relating to the following:

1. Reclassify Office Clerk Accounting & Office Clerk Customer Service to Cashier.
2. The current 2 employees in the (formerly Office Clerk Accounting & Office Clerk Customer Service) reallocated to the Cashier wage scale will be grandfathered at their current wage of \$18.71 but will receive GWI in accordance with the C8b wage scale.
3. New C8b Cashier wage scale:

Start	\$12.07
6 mos.	\$12.66
12 mos.	\$13.15
18 mos.	\$13.66
24 mos.	\$14.37
30 mos.	\$14.93
36 mos.	\$15.66
42 mos.	\$16.46
48 mos.	\$17.80

The 2004 GWI will not be applied to the above wage scale. The 2005 and 2006 GWI will be applied.

For the Company

Barbara B. Larson
Director, Corporate Labor Relations

For the Union

Robert Citrolo, President
IBEW #503

Memorandum of Agreement

Frontier Communications of New York, a Citizens Communication Company

And

The International Brotherhood of Electrical Workers Local #503

Advanced Translation Tech

The below signed parties on behalf of Frontier Communications of New York, A Citizens Communications Company (hereafter referred to as the Company) and the International Brotherhood of Electrical Workers Local #503 (hereafter referred to as the Union) hereby agree to the following in resolution of all matters subject to collective bargaining for all issues relating to the following:

The letter dated July 19, 2000 (Advanced Technician MOA) remains in full force and effect during the term of the agreement with the following conditions:

1. Consistent with this Memorandum of Agreement, employees will be placed on the P1a wage scale, if they qualify, and are placed in an available position.
2. Up to 4 CSTs, CO & Translation employees will be eligible to receive benefits under this Memorandum of Agreement during any contractual year; these benefits are available on a first come, first serve basis. If simultaneous requests are made, selection shall be made by seniority.

For the Company

**Barbara Larson
Director, Corporate Labor Relations**

For the Union

**Robert Citrolo, President
IBEW #503**